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ABSTRACT

The collective bargaining agreement between the Board of Community College District No. 524, County of Cook and State of Illinois, and the Moraine Valley Faculty Association is presented. This contract, covering the period from July 1, 1989 to June 30, 1992, deals with the following topics: definitions; bargaining agent recognition; non-discrimination; association-board relations; academic freedom and faculty rights with respect to the classroom, course content, textbooks, bulletin boards, free speech, public expression, and academic credit/grades; renewal, termination, or layoff of non-tenured or tenured faculty members; overload and supplemental; evaluation; scheduling and teaching assignments; teaching load and assignments (including provisions related to team teaching, innovative teaching, interns and student teachers); grievance procedures; leaves of absence; professional growth; faculty rights; personnel records for faculty; calendar; savings and severability; hiring and faculty involvement; non-interruption of work; scope of agreement; salary schedule; insurance and credit union; severance pay; early retirement; construction electricians; and duration of agreement. Appendixes provide department chair released time and compensation systems, salary schedules, lane placement and promotion for various staff positions, and a schedule of stipend payments. (JMC)

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AGREEMENT
1989-1992

Between the Board of
Community College District No. 524,
County of Cook and State of Illinois
and the
Moraine Valley Faculty Association,
A Chapter of the
Cook County College Teachers Union

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THIS AGREEMENT is entered into by and between the Board of Community College District No. 524, County of Cook and State of Illinois, hereinafter referred to as the "Board" and the Moraine Valley Faculty Association, a chapter of the Cook County College Teachers Union, hereinafter referred to as the "Association" as the exclusive collective bargaining agent to the bargaining unit as defined in Article 1.

WHEREAS, the Board and the Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the faculty members in the unit covered by this Agreement insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate Moraine Valley Community College and are consonant with the paramount interests of the public; and

WHEREAS, the Association and the Board are vitally concerned with the education and welfare of the student body; and

WHEREAS, it is the intention of the parties to this Agreement to provide for the salary schedule, fringe benefits and the professional status and the best conditions of employment of the faculty members in the unit covered by this Agreement, to prevent interruptions of work and to provide for the efficient meeting of institutional purposes and the efficient operation of Moraine Valley Community College, and to provide an orderly and prompt method of handling and processing grievances:

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 The term "academic year" means the fall and spring semesters, or 12 months for faculty members employed on a 12-month basis.

1.2 The term "Agreement" shall mean this current collective bargaining Agreement between the Board and the Association. This Agreement shall not apply to the Board's continuing education general studies program, except for Section 8.6, and shall apply to all credit activity and instruction by Moraine Valley Community College.

1.3 The term "Board" in addition to meaning the Board of Community College District No. 524, County of Cook and State of Illinois, shall also mean any administrator(s) the Board may designate.

1.4 The term "College" refers collectively to the institution and to all educational facilities or academic locations under the jurisdiction of the Board and the administrative offices thereof.

1.5 The organizational structure of the college shall be at the discretion of the Board of Trustees. The Faculty Association through its president, or designee, shall be included in discussions of any reorganization of subdivision or department alignment.

Currently, the division of instruction consists of the following subdivisions:

1. Business and Industrial Technology
2. Public Service/Allied Health/Nursing
3. Liberal Arts and Science
4. Developmental Education
5. Construction Electrician Program & Apprenticeship Programs

1.6 The term "Association" refers to the party to this Agreement which is the organization of union members at the college.

1.7 The term "Association President" refers to the elected head of the union chapter or to his/her elected alternate.

1.8 The term "faculty members" means the bargaining unit defined in accordance with the February 1972 rules for the recognition election: All full-time teachers (one who holds the rank of professor, associate professor, assistant professor, instructor or assistant instructor, who is eligible for a scheduled teaching load of 15 equated hours or 35 hours or 37.5 hours per week straight time) counselors, librarians, coordinators, LRC technicians, technicians in the Testing Center, advisors, excluding managerial or supervisory employees as defined by the National Labor Relations Board and all other employees of the Board. Interns or student teachers shall not be covered under this Agreement, nor shall they be considered as part-time employees.

1.9 "Laboratory courses" are generally defined by the Board as those classes in which faculty contact hours exceed student credit hours. A change in the designation of a non-laboratory course to a laboratory course or vice versa shall be done in consultation with the affected faculty members.

The Board shall not change that designation for the academic year and shall give faculty members four (4) months advance written notice of any change except in changes beyond the Board's control.

1.10 The term "qualification" of any faculty member to teach a course or courses shall be as determined by the Board.

Generally where possible, a faculty member should have a master's degree in the subject to be taught. However, in such areas in which the work experience and related training is the principle learning medium, the Board may deem qualified a faculty member with experience, background, or academic preparation less than a master's degree. The Board's determination of faculty members' qualifications shall, insofar as possible, be applied by the Board consistently. The same qualifications to teach shall apply to part-time and full-time faculty members.

1.11 In matters of layoff/RIF, the term "seniority" shall refer to the number of years of full-time employment as a faculty member at the college starting from the faculty member's original date of hire or, if service has been broken by termination, from the faculty member's most recent date of hire. If two or more faculty members have the same beginning date, the earlier date of part-time employment, or, if none, the date of the application shall apply.

In matters of selecting base, overload, and supplemental work, departmental seniority shall refer to the number of years as a full-time member of that department or, if service has been broken by termination or transfer, from that faculty member's most recent date of service within that department. This section is not meant to imply that departmental seniority must be used to settle matters not already defined in this agreement.

1.12 The term "discipline" may include discharge.

1.13 The term "dean" shall mean "immediate supervisor" for faculty members who are not supervised by a dean.

1.14 The term "official personnel file" shall mean the personnel file of each faculty member maintained in the Human Resource Office. Personnel files normally contain the application of the faculty member, resumes, transcripts, payroll and personnel records, evaluations, and other such memos and correspondence as submitted by the immediate supervisor, dean, the vice-president, or president.

1.15 The Department Chair is a member of the bargaining unit who performs departmental administrative duties. Such duties include (but are not limited to) supervision of part-time faculty, class schedule development, curriculum coordination, and participation in budget development. The Department Chair is appointed by and serves at the discretion of the Board. However, the Board shall remove a Department Chair from that position upon receipt of a petition for such removal signed by a majority of the full-time faculty in said department. The term of office shall be two years, provided he/she is a tenured faculty member, and the department chair may succeed himself/herself. Appointment of

Department Chairs will take place prior to April 15, 1987, and prior to April 15 in all other years of appointment.

1.16 The term "academic department" refers to a group of related credit courses and/or programs designated as such by the Board of Trustees. All teaching faculty shall be included in a department structure. Included in Appendix B is an illustrative list of academic departments. The list of academic departments may change as conditions warrant.

The administrative "point" committee, with departmental involvement, including three (3) department chairs, will review and recommend any modifications within the academic department point structure. The Faculty Association will be notified of any recommended changes in the structure, prior to implementation. If the Board changes a department structure, the compensation will be recomputed in accordance with the system set forth in article 20.10 and Appendix A.

1.17 An internship coordinator is defined as a bargaining unit member who is responsible for students involved in internship activities. The internship coordinator will normally engage in direct teaching activities. Assignment is made by the Board for the academic year. Summer term assignments will be made at the discretion of the Board. Internship coordinator positions must first be offered to faculty members within the department/ discipline. If no faculty member within or outside the department/ discipline wishes to hold the coordinator position, the department chair shall recommend that a coordinator be hired from outside the bargaining unit.

1.18 A special service coordinator is a faculty member who may agree to be assigned to non-teaching duties for part or all of his or her load. Assignment as a special services coordinator is made by the Board on a semester or yearly basis.

ARTICLE 2 - RECOGNITION, NON-DISCRIMINATION, ASSOCIATION AND BOARD RELATIONS

2.1 Association Recognition

The Board recognizes the Association as the sole and exclusive bargaining representative for faculty members in matters of salaries, wages, fringe benefits, and working conditions. This recognition shall not preclude the Board or any administrator from meeting with any member of the faculty, or any committee or group established by the college which includes members of the said faculty provided that no matters covered in this Agreement may be changed except through negotiation and agreement with the Association.

The Board shall not remove a faculty member position covered by this Agreement from the unit by reclassifying the position as a non-unit position. Job content cannot be added to or subtracted from a bargaining unit position for the purpose of eroding the Bargaining Unit.

2.2 Association Meetings

The Association shall have the right to schedule a meeting on the last Thursday of each month (except for the month of May when it shall be the Thursday of the last week of classes) during the college activity period for so long a time as the currently reserved activity periods are set aside. The dates of the Association meetings shall appear on the calendar distributed to faculty members. Every faculty member shall be free to attend such meetings. No meeting in which faculty are involved will be scheduled during the monthly Association meeting, except in the case of emergency as identified through mutual agreement of the President of the College and the President of the Association or their respective designees. In addition, the Association may meet during one additional activity period each month provided that its request is made at least 24 hours in advance, and further provided that a faculty member shall not be released from college meetings or assigned duties which his/her supervisor feels cannot be performed at another time to attend such Association meetings.

Voting members of the Association Executive Committee shall be free to meet each Monday from 3:30 to 5:00 p.m., provided (1) those who are teaching faculty members do not have a scheduled class during said period; and (2) those who are non-teaching faculty members shall make up any backlog of work caused by his/her attending such meeting.

2.3 Association Release Time

The officers of the Faculty Association will receive 32 hours of release time to be divided as they see fit, except that no officer may expend more than 8 hours of release time in the spring, fall, or summer semesters. The additional 11 hours of release time over the 1986-1989 agreement are for the purpose of enhanced communication through Board/administration liaison duties. The Association chairperson or his/her designee shall notify the appropriate vice-presidents of the distribution of these contact hours sixty (60) days prior to the beginning of the fall semester each year.

2.4 Discrimination

No faculty member or applicant shall be discriminated against or favored because of Association membership or activities or lack thereof, sex, marital status, parental status, age, race, national origin or religion. A faculty member shall not be rejected for a teaching or other position because of the above factors nor shall any of the above factors influence (1) employment or the level and step at which an individual is hired, (2) promotion, (3) scheduling for overtime, (4) assignment for summer school or released time, or (5) being chosen for special projects. The Board and the Association also agree not to interfere with the right of any faculty member to become or not to become a member of the Association and that there shall be no discrimination against any faculty member because of Association membership or non-membership.

2.5 Board Authority

The Board, subject to the terms of this Agreement, on behalf of the electors of the district, retains and reserves the ultimate responsibilities for proper management of the college district conferred upon and vested in it by the statutes and the Constitution of the State of Illinois and the United States, including but not limited to the responsibilities for the right:

1. To maintain executive management and administrative control of the college district and its properties and facilities and the professional activities of its employees as related to the conduct of college affairs;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;

3. To establish methods of evaluating students' progress and courses of instruction, including special programs, all as deemed necessary or advisable by the Board;

4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to written Board policy as the same may from time to time be amended; and

5. To determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities, and assignments of faculty members.

2.6 Board Responsibilities

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and other authority under the Illinois Community College Code or any other national, state, county, district, or local laws or regulations as they pertain to education.

2.7 Dues Checkoff

The Board will deduct from the pay of each faculty member from whom it receives voluntary written authorization to do so the required amount of monthly association dues. Said deductions, when calculated on a percentage basis, shall apply to the faculty member's base pay. The Association may change the method or amount of said deductions upon written notice to the College by the Treasurer of the Cook County College Teachers Union. The dues and a list of employees from whose pay the dues have been deducted, along with the amount deducted from each and a list of Association members who had authorized such deductions and from whom no deductions were made, shall be forwarded to the Association no later than 7 days after such deductions were made. The Association agrees to indemnify and hold the Board harmless against any and all claims, suits or judgments against the Board as a result of any action taken or not taken under this section. The payroll deduction authorization form shall be shown as follows:

TO THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 524:

I hereby authorize and direct the Board of Trustees of the Community College District No. 524 through its officers, agents, and employees, to deduct from the portion of any salary due me each month the amount as certified by the Cook County College Teachers Union at the current rate of dues. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay such sum so deducted to the Treasurer of the Cook County College Teachers Union, 343 South Dearborn Street, Chicago, Illinois 60604.

In consideration of the above described service rendered by the Board of Trustees of Community College District No. 524, its members, officers, agents, and employees, the undersigned hereby releases and discharges the Board, its members, officers, agents, and employees of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me upon 30 days' written notice prior to March 1 or October 1 of any year to the Cook County College Teachers Union and the Board of Trustees of Community College District No. 524 or upon termination of my employment. It is understood this service shall be limited to deduction to one employee organization for any individual employee, and that no partial deductions will be made. Dues paid to the Cook County College Teachers Union may not be deductible for federal income tax purposes; however, under limited circumstances, dues may qualify as a business expense.

Union Representative ____________ Employee Signature ____________

Effective Date ____________ Home Phone Number ____________

Position Title ____________ Social Security Number ____________

Mr.
Ms. ____________
Last Name First Middle (print)

____
Street Address City State Zip

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2.8 Fair Share

The Association will represent all of the faculty members eligible for membership in the bargaining unit, members and non-members, fairly and equally.

Faculty members covered by this Agreement shall be required to maintain membership in the Association or to pay, in lieu of dues, a fair share fee consisting of their proportionate share of the collective bargaining process, contract administration, and in pursuit of matters affecting wages, hours and other conditions of employment. The amount of the fee shall be certified to the Board by the time and in the same manner as dues checkoff deductions.

Should any faculty member object to paying a fair share fee to the Association on the basis of religious beliefs and tenets as allows by Public Law 83-1014, Section 11, an amount equal to the employee's fair share shall be paid to the Moraine Valley Community College Foundation or to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the employee and the Association are unable to agree on the matter, payments in lieu of fair share shall be made to a charitable organization from a list of charitable organizations approved by the Illinois Educational Labor Relations Board. The Association shall certify to the Board the charitable organization to which such payments are to be made, or the employee may elect to make such payments directly to the designated organization, provided that written receipts evidencing payment are supplied to the Association on a monthly basis. It shall be the sole responsibility of the Association to monitor and insure compliance of those employees who may elect to make such payments directly to a designated organization.

2.9 COPE

Upon receipt of a voluntary written authorization from a faculty member covered by this Agreement, the Board will deduct from the faculty member's wages a deduction for the Cook County College Teacher's Union - Committee on Political Education (CCCTU-COPE). Upon receipt of a voluntary written revocation of such a previously filed written authorization from a faculty member covered by this Agreement, served upon the Board and the Association, the Board will, on the date thereof, cease to deduct such COPE contributions from that faculty member's wages.

The Board further agrees to remit to the treasurer of the CCCTU-COPE, in a timely manner, such deductions made pursuant to this SECTION together with an itemized statement indicating the name of each faculty member from whose wages such deductions have been made and the amount deducted during the period covered by the remittance.

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ARTICLE 3 - ACADEMIC FREEDOM AND FACULTY RIGHTS

The Board recognizes its responsibilities to protect and encourage the search for truth and its dissemination, as each faculty member must recognize his/her obligations in these matters. Each faculty member, as a teacher, an individual citizen, and a representative of the college, enjoys certain rights and certain responsibilities including, but not limited to, the following:

3.1 Classroom

Each faculty member who teaches shall be entitled to freedom in the classroom in presenting and discussing his/her subject and shall have the right to introduce into his/her teaching, on the basis of his/her professional judgment, any matter related to his/her subject, provided that the Board or its designee shall have the right to question and ultimately decide upon any matter introduced into teaching which may not be consistent with the written policies of the Board or if time is a consideration, the written policies of the Vice President for Academic Affairs, subject to the ratification of the Board of the action of the Vice President for Academic Affairs. The Board or its designee's decision and the reasons therefor shall be sent in writing within 5 days to the faculty member(s) involved and the Association chairperson. The Board's decision shall not be arbitrary or capricious. Librarians shall have academic freedom in the selection, use, and dissemination of library materials.

3.2 Course Content

Each faculty member who teaches shall have the individual right to determine his/her course content, provided that:

a. The course content is consistent with the purpose and objectives of the course as adopted by the college and approved by the ICCB, and

b. There is on file in the office of the Vice President for Academic Affairs a course outline which has been approved by the Vice President for Academic Affairs and which has been prepared pursuant to procedures established by the Vice President for Academic Affairs.

3.3 Textbooks

The individual faculty member shall have the right to determine the textbooks for his/her courses, subject to departmental policy and approval.

3.4 Bulletin Boards

Each faculty member shall have the right to communicate his/her point of view concerning college related matters, subject to Sections 3.5-7 below. The Association shall have bulletin board space in 4 locations, said space to be on a college bulletin board located next to faculty mailboxes, for posting of Association communications. As the college acquires new buildings or locations, the administration will provide additional bulletin board space in appropriate locations. The Association shall have the right to distribute official Association communications through interoffice mail and faculty mailboxes in accordance with its past practice.

3.5 Faculty Personnel File

If a complaint is to be used against a faculty member or to appear in his/her personnel file, the faculty member shall have the right of being informed in writing of the allegation against him/her, of questioning the source of the complaint, and of introducing evidence in his/her defense. This does not preclude the administration from informing the faculty member of an oral or unsupported complaint.

3.6 Free Speech

Each faculty member is obligated to do whatever is necessary to clearly indicate whether or not he/she is a spokesman for the Board or the college when speaking or writing in a public forum concerning college, community, social, political or economic issues. This shall not include presentations before professional societies.

3.7 Nondiscrimination

Each faculty member is entitled to full rights of citizenship, and no religious or political activities of his/hers or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of said faculty member, provided that such activities do not violate this Agreement or any national, state, county, district, or local law or regulation or any constitutional provision, or lawful policy of the Board.

3.8 Public Expression

When a faculty member speaks or writes, his/her special position imposes special obligations. The public may judge his/her co-faculty members and/or the college by his/her utterances. Hence, the faculty member shall at all times try to be accurate and should show respect for the opinion of others.

3.9 Academic Credit and Grades

Faculty shall have complete and sole discretion/responsibility in the determination and issuance of academic credit and grades, whether via standard coursework, non-traditional learning, mediated instruction or A.P.L. evaluation subject to departmental policy and the procedures of the Division of Academic Affairs.

The due date for final grades shall be the Friday of the final week of each semester or summer session. Extensions to the following Monday may be granted by the immediate supervisor upon request.

ARTICLE 4 - RENEWAL, TERMINATION, OR LAYOFF OF NON-TENURED OR TENURED FACULTY MEMBERS

4.1 Granting of Tenure

Tenure shall be granted to a faculty member within the sole and exclusive discretion of the Board, provided that the denial of tenure shall not be for arbitrary or capricious reasons.

4.2 Tenure Probation Period

Upon recommendation by the President and approval within the discretion of the Board, tenure shall be granted to a faculty member after he/she has been offered and has accepted a contract for the fourth consecutive year of full-time service at the college, unless he/she is notified that his/her probationary period has been extended for not more than one year. The Board action on the extension of probation shall be made no later than the September Board meeting for January hires and the February Board meeting for August hires in the academic year of the third consecutive year of full-time service at the college and shall specify the reasons for extension of the probationary period.

For faculty on a twelve-month contract, the date of employment as a full-time faculty member shall serve as the annual date of employment for the probationary period.

4.3 Non-Tenured Faculty

The Board shall have the sole and exclusive right to evaluate non-tenured faculty members for the purpose of renewing their reemployment contracts, with the exception that a faculty member shall not be denied the renewal of his/her contract if the evaluation procedure has not been followed.

4.31 The evaluation procedure shall be as defined in Article 7.2. Denial or postponement of tenure shall not be for the reason of incomplete evaluation process, shall not be based solely on student evaluations, and shall not be for arbitrary or capricious reasons.

4.32 The decision to continue or to terminate the employment of a non-tenured faculty member shall be communicated in writing no later than 60 days prior to the end of the first academic year.

In subsequent academic years, the Board decision shall be made no later than the February Board meeting. If said non-tenured faculty member is denied renewal of his/her employment contract, the decision shall be communicated in writing no later than March 1st and shall state the reason or reasons for such denial. The decision denying renewal of employment contracts shall be deemed confidential. Should a decision to terminate be communicated later than the aforesaid date, then the said faculty member shall be offered one additional year of employment. If the decision is to continue employment, he/she shall be tendered an employment contract for the next academic year.

For midyear hires, notification will be subject to the conditions of 4.2, Tenure Probation Period.

4.33 The administration will inform in writing faculty members and the Faculty Association of its recommendation of non-renewal of a faculty member's contract, or of extension of probation, at least five (5) calendar days prior to Board action on the recommendation. Notice to the Association shall be considered given on the date received by the Association President or, if he/she is unavailable, by another Association officer. Receipt shall be acknowledged in writing. Notice to the affected faculty member(s) shall be considered given on the date it is mailed by certified mail return receipt requested.

4.34 Employment contracts shall be sent via certified mail or delivered personally to faculty members who shall sign for receipt thereof.

4.4 Dismissal of Tenured Faculty

4.41 Termination of appointment of a tenured faculty member shall be considered a very serious matter. His/Her professional career and livelihood are both endangered. When it is decided to take such action, the faculty member shall be informed in writing. In addition to the reasons set forth below, a faculty member may be disciplined or discharged for just cause. Any such discipline or discharge for just cause may be grieved under the grievance and arbitration provisions of this agreement.

4.42 Permanent health disability, as determined by a physician mutually agreed upon by the Board and the faculty member, which makes impossible the performance of contractual duties.

4.43 Unwillingness to continue service in the area of specialization for which the faculty member was initially employed.

4.44 A faculty member may be disciplined if he/she persists after one written warning from the Vice President for Academic Affairs in violating Section 3.6 (Free Speech) of this Agreement.

4.45 Professional incompetence

4.46 The indictment for a felony may be considered by the Board as adequate grounds for suspension. Conviction of a felony may lead to dismissal. However, if the conviction of a faculty member is overturned on appeal, he/she shall be reinstated with all the rights and privileges he/she enjoyed prior to his/her dismissal. When the accused is not convicted, he/she shall be reinstated to his/her position with all rights and privileges and all records of the indictment shall be stricken from all college records. If the said faculty member is convicted and said conviction is not overturned on appeal, if any, the suspension shall be without salary. If the said faculty member is not convicted or if his/her conviction is overturned on appeal, the suspension shall be with salary.

4.47 When it is decided to terminate the services of a tenured faculty member for reasons set forth in Sections 4.41-4.46 above, he/she shall be informed in writing by the President of the College of the reasons for his/her termination. The Board, as a general committee, shall hold a trial for such purpose if requested by the said faculty member. A copy of the written charges shall be presented to the said faculty member at least 60 days prior to the time the Board holds the trial, and the said faculty member shall have the right to be present with counsel at the trial, offering evidence and making defense thereto. The decision and action of the Board, as determined by a majority of the full membership of the Board, shall be final.

4.48 The Board may presume that tenured faculty members will continue their employment with the Board; therefore, such faculty members will not be given notice of their continuation of employment, provided that tenured faculty shall communicate in writing to the designated representative of the college any decision to terminate their employment on or before March 15.

4.5 Discontinuance of Academic and Career Programs

If a faculty member's area(s) of teaching, or a non-teaching faculty member's job classification is discontinued, every effort shall be made by the administration to find another appropriate assignment for the faculty member within the college. If discontinuance is deemed necessary, the Board shall notify the faculty member at least 6 months prior to the beginning of the semester in which the discontinuance will occur, except for circumstances beyond the Board's control, such as a drop in enrollment, in which event said notification shall be as soon as the Board makes its decision. If the faculty member's said area of teaching or job classification is reinstated, the faculty member shall have the first opportunity for reemployment in the position for a period of twenty-four months.

4.6 Reduction in Force

If the Board shall determine it is necessary to decrease the number of faculty members employed, the following procedures will be followed:

1. The decision concerning a reduction in force shall be made no later than the February Board meeting. Notice of the decision shall state the reasons for the Board's action.

2. The administration will notify the affected faculty member and the Faculty Association of its recommendation at least five (5) calendar days prior to the February Board meeting. Notice to the Association shall be considered given on the date received by the Association President, or, if he/she is unavailable, by another Association officer. Receipt shall be acknowledged in writing. Notice to the affected faculty member shall be considered given on the date it is mailed by certified mail return receipt requested.

3. Non-tenured faculty members in the affected area, program, building, subdivision, college, etc., whichever is applicable, shall be laid off first, and any provision to the contrary in the non-tenured faculty member's individual contract of employment shall be null and void.

4. If tenured faculty members are laid off due to reduction in force or discontinuance of a particular type of teaching service or program, no tenured faculty member may be laid off while any non-tenured faculty member, or any other faculty member with less seniority, is retained to render a service which the tenured faculty member is competent to render. There shall be no bumping as a result of this procedure except that a tenured faculty member who would otherwise be laid off may bump once in order to replace a non-tenured or less senior tenured faculty member in another area, program, building, subdivision, etc., where

the more senior tenured faculty member is competent to render the service which would otherwise be performed by the non-tenured or less senior tenured faculty member.

5. A faculty member shall not be laid off without his/her consent if part-time assignments are being maintained which would constitute a full-time normal load for which the faculty member is qualified to teach.

6. The administration shall eliminate or reduce overload assignments within course areas if the administration can maintain a normal load for a faculty member who otherwise would be laid off.

7. A faculty member who receives a notice of layoff may in lieu thereof exercise his/her option for a retraining leave, as contained in Article 11.3, or option to request a one-year leave of absence without pay.

8. Upon request by the Association, the President shall meet with Association representatives to discuss whatever suggestions the Association might have concerning layoffs.

9. Recalls from layoff of non-tenured faculty members shall be in the reverse order of layoff, provided that the senior faculty member recalled has relatively equal qualifications, ability, and experience. For the period of 24 months from the beginning of the academic year for which the faculty member was dismissed, any faculty member shall have the preferred right to reappointment to a position entailing services the faculty member is competent to render prior to the appointment of any new faculty member, and no non-tenured faculty member or any other less senior tenured faculty member shall be employed to render a service which a tenured faculty member is competent to render. Notice of recall shall be sent via certified mail to the faculty member's last known address. If a faculty member does not respond within 7 days of receipt of the notice, but not longer than 14 days from the mailing of the notice, the Board may fill the vacancy.

ARTICLE 5 - (Previous Article 5 is incorporated in Article 4.)

ARTICLE 6 - OVERLOAD AND SUPPLEMENTAL

6.1 Amount Allowed

Supplemental work is defined as any equated credit hours beyond the regular academic year (fall and spring semesters). Overload work is defined as all equated credit hours over 15 equated credit hours per semester (fall and spring semesters). Each equated credit hour of supplemental and overload work for faculty members employed for the academic year at the D level or higher shall be compensated on a percentage basis, according to Article 20.2. Subject to the provisions of Article 8, faculty members may select as many as, but no more than, 6 equated credit hours of overload each fall and spring semester and as many as, but no more than, a total of 15 equated credit hours of supplemental assignments per 12 months, provided that all overload and supplemental assignments shall be subject to the policy, guidelines, procedures, rules, criteria, etc., of the Illinois Community College Board. The twelve month period for supplemental work shall be the twelve month period beginning and ending with the first day of the fall term each year, except for counselors and advisors, in which case the 12 month period shall begin July 1 and end June 30. Supplemental ECH may be selected in accordance with the following conditions:

6.11 As many as, but no more than, 9 ECH may be selected during the primary summer session (normally eight inclusive weeks).

6.12 As many as, but no more than, the greater of 3 ECH or the ECH entitlement of one course for any term scheduled during a period other than the normal fall or spring term or the primary summer session.

6.13 For courses scheduled through Alternative Learning for which ECH is based on actual student enrollment (e.g., TV courses), up to 3 ECH of the 15 ECH yearly supplemental entitlement may be expended on said course to cover any ECH entitlement in excess of 3 ECH which would result from enrollment in the course. Any supplemental ECH utilized for this purpose will be considered to be in addition to the required base load of 15 ECH and the semester overload maximum of 6 ECH for the fall and spring terms and the maximum 9 ECH for the primary summer session.

6.2 Supplemental Selection Process

Where the Board determines there is a need to have faculty members select supplemental work, that supplemental work will be made according to the point system in 6.21 - 6.25. The qualified faculty member in the needed areas of instruction with the highest accumulation of points will receive first priority in assignment for the supplemental work, except as provided in Section 6.3 below. For purposes of determining the number of points to be assigned a faculty member, calculations shall be made from the beginning date of a faculty member's full-time employment at the college. Supplemental points will be earned only while an individual is a faculty member. Present side agreements to the contrary, if any, are null and void.

6.21 Each faculty member will earn 16 points for each contractual year (8 points for each contractual semester) at MVCC. It is understood that the foregoing sentence is not a precedent with regard to maximum and/or supplemental contracts for faculty members.

6.22 One point will be expended for each credit hour of supplemental work. All supplemental contracts, whether teaching or special assignments within the college, shall expend points. The number of points shall be determined by the administration but generally where possible shall be based on an equated credit hour basis. The Association shall be notified of point expenditures for special supplemental assignments.

6.23 When two or more faculty members who have equal point accumulations apply for the supplemental assignments, assignments will be made according to seniority.

6.24 The Vice President for Academic Affairs or his/her designee will maintain a list of point accumulations for all faculty members. Supplemental point calculations shall be based on accrued service through the close of the spring term each year. Point accumulations will be distributed to the faculty at the beginning of the fall term each year reflecting point accumulations at that time.

6.25 After all faculty members have had the opportunity to select up to 8.5 equated credit hours of supplemental assignments, faculty members who wish to do so may then select further supplementary assignments up to a total limit of 15 for the 12 month period as defined in section 6.1 (Amount Allowed).

6.3 Deviation from Supplemental Selection Process

Where the Board develops or continues innovative, experimental or unique concepts of education, the faculty members involved shall have first priority for assignments during a supplemental session without regard to the faculty member's number of points. By way of illustration, there may be deviation for a new course to be added to the college catalog or for the continuation or development of an experimental instructional mode which has been approved in writing by the Vice President for Academic Affairs. Further, if a faculty member's supplemental class is cancelled, the faculty member, if qualified to do so, may choose another class scheduled to be taught by the faculty member with the lowest number of points.

6.4 Overload Selection Procedure

When faculty in each department/discipline have completed selection of their base load, the remaining courses in each department/discipline will be distributed in the following order:

a. Full-time faculty will have the right to select up to six (6) hours of overload in the department/discipline to which they have been assigned.

b. Teaching faculty who are qualified may select from the remaining courses in other departments/disciplines.

c. Other qualified bargaining unit members may select from the remaining courses.

d. Qualified college employees who are not members of the bargaining unit may select from the remaining courses.

e. Part-time teachers will be hired for the remainder.

6.5 Bumping Procedure

When any class selected by a full-time faculty member is cancelled for any reason, he/she may select as a replacement any credit class selected lower in the process. Example: full-time faculty in their own departments/disciplines may bump anybody in b, c, d, or e, according to Article 6.4.

If a faculty member loses a class by bumping, he/she may in turn select a replacement from those selected lower in the process, provided that all bumping be completed by the second day of the semester.

6.6 Unified Schedule Publication

Faculty members shall select supplemental work under the provisions of this Article 6 no later than one week after the unified schedule is published, according to the policies and procedures of the unified scheduling system including:

a. Extension centers
b. Alternative Learning (including telecourses and weekend college)
c. Community and Continuing Education
d. Employment Training Center (including the Employment Skills Institute)

ARTICLE 7 - EVALUATION

7.1 Tenured Faculty

Evaluation for tenured faculty members shall be used for professional growth. It is understood that the comprehensive evaluation system used in 1982-83 is the system that will be continued in use. The evaluation shall consist of four (4) parts:

a. Self-Evaluation

b. Peer Evaluation (two persons)
c. Administrative Evaluation
d. Student Evaluation

All four (4) parts shall be administered no more than once every four (4) years. However, any or all parts of the evaluation may be administered more often, upon request by the faculty member or the Dean. The President of the Faculty Association shall be informed of all such requests. The reasons for the request shall be stated in writing by the Dean, if requested by the faculty member.

The faculty member will submit three (3) names for peer evaluators from which the Dean will select two. A conference will be held between the Dean and the faculty member for the purpose of review.

The student evaluation shall be administered in a minimum of six (6) classes chosen by the faculty member over the four (4) year period with a minimum of one (1) class evaluated each year. More than one (1) class will be evaluated if requested by the instructor.

If a faculty member chooses to teach in another subdivision or areas such as alternative learning and the employment training center, etc., each Dean/Director may request student evaluations in one class per year, which can be included in the six (6) evaluations at the option of the faculty member. More than one (1) class will be evaluated if requested by the instructor.

7.2 Non-tenured Faculty

Non-tenured faculty members shall be evaluated at least once a year by themselves, by their students, and by their administrators. Self-evaluations shall be submitted upon request of the faculty member's immediate supervisor. Peer evaluations, which shall be confidential, may be submitted at the discretion of the faculty member or his/her immediate supervisor provided that the immediate supervisor and the faculty member mutually approve the evaluator. Non-tenured faculty members who teach three classes shall have student evaluations administered in two of those classes as designated by their immediate supervisor.

Non-tenured faculty members who teach four or more classes shall have student evaluations administered in three of those classes as designated by their immediate supervisor. All evaluations shall be discussed in detail in an annual conference between each non-tenured faculty member and his/her immediate supervisor.

ARTICLE 8 - SCHEDULING AND TEACHING ASSIGNMENTS

8.1a Alternative Learning

Subdivision schedules including off-campus courses shall be prepared by the deans of instruction, taking into consideration any recommendations forwarded by the faculty. Subdivision schedules shall be available for faculty selection of courses no later than April 15 for the fall semester, and November 15 for the spring semester. A maximum of only 1 directed study or telecourse course may be picked by a faculty member as part of his/her base load, unless a faculty member cannot put together a schedule which conforms to the scheduling limits in Section 8.3 (Scheduling Limits).

The Alternative Learning schedule shall be prepared by the Director of Alternative Learning, taking into consideration any recommendations forwarded by the faculty. Alternative Learning schedules shall be made available for faculty selection one week before regular subdivision schedules are made available to the faculty. Faculty members wishing to teach an Alternative Learning class should contact the Director of Alternative Learning or a designee within two weeks after the distribution of the Alternative Learning schedules (this provision may be modified by procedures established in the unified schedule system). Approval of assignment to teach any course scheduled through the Alternative Learning unit shall be the right of the administration of the Alternative Learning unit provided refusal is not for arbitrary or capricious reasons, and subject to the provisions of 8.4.

8.1b Employment Training Center and Employment Skills Institute

In those instances where it is impossible for the Employment Training Center (ETC) and Employment Skills Institute (ESI) to prepare any portion of its schedule of credit courses within the time frames of the unified schedule, the proposed offerings shall be communicated to the appropriate department chair(s). After consultation with the department chair(s), the schedule shall be forwarded to the appropriate administrator who shall have final authority to approve or revise the schedule of proposed offerings. The department chair shall develop a process for equitable distribution of such work should it be available.

Faculty shall have the opportunity to select ETC credit courses in the manner stipulated in Article 6.4. Any portion of the teaching load that exceeds twenty-one (21) ECH as a result of selecting these courses shall be considered as a supplemental teaching assignment with the expenditure of points as stipulated in article 6.22. Supplemental point expenditures for ETC and ESI courses shall not exceed the greater of two (2) courses or six (6) ECH at a time (nor 15 ECH per year). Payment shall be at the appropriate supplemental or overload rate. Credit courses offered through the ETC/ESI shall be scheduled at the same number of contact hours as the same course would be scheduled in the credit division. If, however, the number of contact hours of said course should exceed the normal contact hours, such excess hours will be paid at the substitute rate.

Credit courses shall not exceed 17 weeks of instruction in each semester unless extended by the instructor.

8.2 Base Load Selection Process

The method of selecting base load is a departmental decision. However, if unanimous consent on the method of selection cannot be reached, the following procedure shall be used. Faculty members within each department will meet to select their base load from unified/department schedules. The selection of courses shall be completed within one week of the distribution of the unified/departmental schedules. If said selection by the department faculty members cannot be reached within one week, the dean shall make the assignments, subject to the conditions in Section 8.3 below. Faculty schedules after the above procedure has been followed are subject to the approval of the dean.

Faculty members who have developed new course(s) or innovative programs approved by the Illinois Community College Board will have the right to select from such course offerings first, for a period of one year.

8.3 Scheduling Limits

The dean may not, without the faculty member's written consent, assign a faculty member a schedule in which one or more classes are before noon and the other class(es) begin(s) after 4:00 p.m. on the same day. When a faculty member is assigned a class which ends after 8:00 p.m., the dean may not, without the faculty member's written consent, assign that faculty member to any class beginning before 9:00 a.m. on the next morning.

No faculty member shall have more than 7 clock hours of teaching per day without the written consent of the faculty member and the dean.

A faculty member shall be assigned by the Board to no more than 3 preparations per semester without his/her written consent, except where it is necessary to give the faculty member his/her minimum hourly load.

8.4 Overload Selection Procedure

The method of selecting overload is a departmental decision. However, if unanimous consent on the method of selection cannot be reached, the following procedure shall be used. The selection shall be made on a rotational basis. The person first in the rotational order may select up to a maximum of six hours of overload. The person who is the first in the rotational order shall be in the last position for next semester's overload selection. The initial rotational order shall be determined by seniority as defined in Article 1.11. Faculty schedules after the above procedure has been followed are subject to the approval of the dean.

8.5 Base and Overload Selection Outside the Department

Regular load and overload and supplemental shall be selected from a faculty member's own department schedule, whenever possible, in accordance with Sections 8.1 through 8.4.

If sufficient overload is not available from a teaching faculty member's own department schedule, that faculty member may choose courses, for which he/she is qualified, according to Article 6.4 (subject to the provisions of the unified scheduling system) within five school days of the close of the initial one-week selection period referred to in Section 8.2.

Faculty members who could not complete their regular loads from their department schedules shall have priority to complete their regular loads from other department schedules prior to faculty members in those departments selecting overload.

Counselors, advisors and librarians who qualify to teach other academic and/or program courses offered by the college shall be allowed to select courses for overload and supplemental, according to Article 6.4, from course lists maintained by each subdivision dean. These course selections shall be made within five school days after the date by which full-time teaching faculty must complete their course selections within their departments, subject to the provisions of the unified scheduling system.

8.6 Community Services and Employment Training Center

Faculty members shall receive copies of the proposed offerings in Community Services and Employment Training Center as soon as they are available, subject to the provisions of the unified scheduling system. Faculty members may apply as any other applicant to teach non-credit Community Services and non-credit Employment Training Center courses, provided that the total time for classroom teaching and release time, which are based on fifty (50) minute academic hours, shall not exceed thirty-five (35) clock hours per week. A faculty member who develops a course or workshop for Community Services or the Employment Training Center shall have priority in teaching or conducting it for a period of one year.

8.7 Counselors, Advisors, Librarians, and Technicians

Any changes in past practices during the 1971-72 year concerning the scheduling, assignment and compensation for responsibilities for counselors and librarians shall not be made without notice to them.

8.71 Counselors and Advisors

8.711 Counselors and Advisors will be employed for the academic year; assignments beyond the academic year shall be voluntary, provided that, however, assignments two weeks prior to the beginning of the fall and spring semesters and three weeks following the end of the spring semester shall, within the sole and absolute discretion of the Board, be a condition of employment for counselors and advisors; said assignments shall be compensated on the basis of counselors' and advisors' pro rata weekly salary for the academic year.

A special services coordinator as per Articles 1.18 and 20.8 will be selected from the counseling staff, to provide administrative support in budget preparation, scheduling, hiring recommendations for part-time counselors and advisors and other duties that may be assigned.

8.712 Counselors and advisors shall work 35 hours per week straight time 34.4 weeks per academic year; in creating their weekly work schedules, the counselors and advisors can create, but are not limited to, a flexible schedule, subject to the approval of the Executive Dean of Student Development. Counselors and advisors will work the same number of days within the 34.4 weeks per academic year as the teaching faculty and as per Article 8.711. An overload for a counselor or advisor shall be defined as teaching a course from a subdivision schedule and/or performing counselor or advisor duties beyond a 35 hour per week load. The counselors and advisors will develop their evening schedule with the special services coordinator, subject to the approval of the Executive Dean of Student Development.

8.713 Counselors desiring overload from the subdivision schedule shall notify their immediate supervisor.

8.714 Counselors shall select regular and overload courses in accordance with Section 8.4, 8.5, and 8.7111-9.

8.715 Counselors' overload compensation for courses from the subdivision schedules shall be consistent with Section 6.1.

8.716 For special assignments not covered in 8.712 above, counselors and advisors shall be compensated by mutual agreement between the faculty members and their immediate supervisors.

8.717 Counselors shall have priority over other members and over non-members of the bargaining unit in teaching Psychology 100 (Human Potentials) and teaching workshops developed within the Student Development unit of the Student Life and Community Services Division as part of their regular load. Each counselor shall have the option of selecting from the Fall and Spring course offerings one or two sections of Psychology 100, subject to the approval of the Executive Dean of Student Development. Preparation time for the teaching of workshops and credit courses will be considered as part of the counselor's and advisor's regular workload. The place and time of such preparation time will be selected by the counselor and advisor, subject to the approval of the Executive Dean of Student Development.

8.718 The criteria for evaluation for counselors shall be the document, Counselor's Evaluation Criteria, dated 3/6/74. This document shall be provided to counselors upon request. Any change in said evaluation criteria shall only be made after notice to and consultation with the Association.

8.719 The criteria for evaluation for advisors shall be the document, Evaluation Criteria, dated 6/19/73. This document shall be provided to advisors upon request. Any change in said evaluation criteria shall only be made after notice to and consultation with the Association.

8.7110 The counselors' and advisors' immediate supervisor shall establish the objectives and activities required to be performed by counselors and advisors after consultation with the counselor and advisor in an attempt to agree on said objectives and activities, subject to provisions of Article 7.

8.7111 Counselors and Advisors Supplemental Contracts

1. Each 35 hour week of supplemental pay for counselors and advisors employed for the academic year shall be compensated on the basis of 100% of the counselor's and advisor's pro rata salary. A supplemental contract is defined as any work beyond the regular 34.4 week academic year.

2. Where the Board determines there is a need to have counselors and advisors work supplemental contracts, the selection of counselors and advisors on academic contracts working during the supplemental contract period will be made according to the following point system. Qualified counselors and advisors will work the supplemental contracts with work responsibilities consistent with the job descriptions and responsibilities maintained during the academic year and according to past practices; for example, counselors and/or advisors in the counseling area would not be qualified to obtain supplemental

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contracts in the Financial Aid and Placement, and Admissions area or vice-versa, unless the Vice President for Student Life, in his/her sole discretion, concludes otherwise, provided, however, that counselors and advisors shall not be assigned supplemental contracts in any of said two areas without their individual consent. Counselors and advisors with the highest accumulation of points will receive first priority in assignment for the supplemental contracts, except as provided in the sections below. For purposes of determining the number of points to be assigned a counselor or advisor, calculations shall be made from the beginning date of the counselor's or advisor's full-time employment at the college: provided that for any Board employee hired on or after July 1, 1980, calculations shall be made from the beginning date of the counselor's or advisor's full-time employment as a counselor or advisor at the college.

a. Each counselor and advisor will earn 16 points for each contractual year (eight points for each semester) at MVCC. It is understood that the foregoing sentence is not a precedent with regard to maximum overload and/or supplemental contracts for faculty.

b. One point will be expended for each week of work during the supplemental contract. All supplemental contracts, no matter what the responsibilities within the college, shall expend points. The Association shall be notified of point expenditures for special projects and/or assignments.

c. When two or more counselors or advisors who have equal point accumulations apply for the supplemental contracts, assignments will be made according to seniority.

d. The Vice President for Student Life or his/her designee will maintain a list of point accumulations for all counselors and advisors and shall distribute such lists to them two weeks in advance of the choice of supplemental contract work.

3. No part-time counselor or advisor shall be assigned to work a supplemental or overload contract when a full-time counselor or advisor is available and wishes the supplemental or overload work.

4. The Executive Dean of Student Development shall determine whether or not there shall be supplemental contracts. Counseling staff recommendations, if any, shall be considered by the Executive Dean of Student Development. Said Executive Dean shall prepare supplemental contracts, if any, for counselors and advisors on or before March 15 for summer work and on or before November 1 for winter work. Counselors and advisors will meet to select said supplemental contracts with the assistance and agreement of the Executive Dean. The selection of said supplemental contracts shall be completed by April 1 for summer

work and by November 15 for winter work. In any case where said selection cannot be completed by April 1 and November 15, respectively, assignments shall be made on an inverse seniority rotating basis in accordance with Section 8.7111-5 below, and subject to the provisions of Article 8.711.

5. Counselors and advisors will be employed for the academic year. Counselors' and advisors' work beyond the academic year shall be offered on a voluntary basis, subject to the conditions in sections 8.4, 8.5, and 8.711.

6. Any counselor or advisor who teaches a course for supplemental work shall expend one point per credit hour.

7. Counselors and advisors may work the equivalent of 27 ECH of overload and/or supplemental work during a 12-month period. As many as but no more than the equivalent of 6 ECH overload can be selected during the fall or spring term. As many as but not more than the equivalent of 9 ECH of supplemental work can be selected during the primary summer session. Counselors and advisors may work as many as but no more than 8 ECH of supplemental contracts during the supplemental year. However, if additional supplemental work becomes available, or if original supplemental work has not been selected, selection shall be reinitiated according to the above point system.

8. The Vice President for Student Life shall determine within his/her discretion whom shall receive supplemental contracts for specific projects, pending the acceptance of the contract by the counselor or advisor, notwithstanding anything herein to the contrary.

9. Counselors and advisors who qualify to teach other academic and/or program courses offered by the college shall be allowed to select courses for overload and/or supplemental from the college schedule after all full-time teaching faculty have chosen their schedules and prior to any such selection by part-time employees. Any counselor or advisor who teaches a summer school course shall expend one point per credit hour.

10. Their immediate supervisor shall determine the number of counselors and advisors who may attend faculty meetings, workshops, etc., held at the beginning of semesters for the benefit of all faculty members. Said meetings, workshops, etc., shall be video-taped. Any counselor or advisor who is not permitted to attend said meetings, workshops, etc., shall be relieved from his or her regular duties in order to view the said taped proceedings during his or her regular work week. Counselors' and advisors' schedules for the workdays before the beginning of classes in the fall and spring semesters will be developed by the special services coordinator, subject to the approval of the Executive Dean of Student Development, at least 30 days in advance.

11. Not more than once in any year, a counselor or advisor who has been assigned to a special area or project may request reassignment. Such request will normally be granted if there is another qualified counselor or advisor available and willing to accept the assignment which would be vacated.

12. No counselor or advisor will be assigned to financial aid advising, veterans advising or general admissions advising during the academic year, unless agreeable to the counselor or advisor and his/her immediate supervisor.

13. The special service coordinator will prepare all fall, spring, summer schedules subject to the approval of the Executive Dean of Student Development. The special service coordinator will recommend all part-time counselors and advisors subject to the approval of the Executive Dean of Student Development.

8.72 Librarians

8.721 Librarians shall work 35 hours per week straight time on a twelve month basis, provided, however, that any librarian who wishes to have an academic year contract may submit a written request to the Vice President for Academic Affairs by May 1 of the preceding academic year. The Board agrees to grant at least one such academic year contract in any year that it is requested. If more than one librarian requests an academic year contract, the librarian with the most seniority who has not previously held such a contract, or for whom the longest time has elapsed since the librarian last held an academic year contract, shall be granted the academic year contract. It is understood that a librarian with an academic year contract will have a full summer off and not have the time split between two different summers and that the full summer off will be the one following the calendar year in which the request was granted. For example, the academic year contract for 1990-1991 would begin with the first day of inservice, August, 1990, and the librarian granted this academic year contract for the 1990-1991 academic year would be off the summer of 1991 from the Monday following graduation to the first day of the fall inservice.

With the mutual consent of the librarian and the immediate supervisor, weekly work schedules may be flexible.

8.722 The Board shall have the right to establish evaluation procedures, provided that changes in such procedures shall be after notice to and consultation with the Association. Currently, the sole evaluation documents are those developed by the Faculty Evaluation Committee with LRC Professional Services (dated January 1, 1983), which documents shall be provided to librarians and as revised on October 10, 1988.

8.723 Contracts for librarians shall specify

Library position and academic rank (for example, Assistant Librarian with rank as Assistant Professor).

8.724 Assignments to librarians beyond 35 hours of work per week, such as teaching a course from a subdivision schedule or hourly overtime beyond their 35 hour per week work load, shall be considered overload. No part-time librarian shall be assigned to work overload when a qualified full-time librarian is available and wishes the overload work. Furthermore, if a Library Assistant Option class from the Educational Paraprofessional Program is part of a librarian's overload and is cancelled, that librarian may choose another library aide class for which he or she is qualified from among those library aide classes then unassigned or tentatively assigned to a part-time librarian or teacher, subject to Section 8.4 and 8.5.

8.725 Librarians who qualify to teach other academic and/or program courses offered by the college shall be allowed to select courses for overload and/or supplemental from the college schedule after all full-time teaching faculty have chosen their schedules and prior to any selection by part-time employees. Any librarian who teaches a supplemental course shall expend 1 point per credit hour. Notice of the availability of the schedules of courses for overload and/or supplemental shall be provided to librarians by the Vice President for Academic Affairs or his/her designee within five school days after the date by which full-time teaching faculty must complete their course selections with their subdivisions.

8.726 Librarians shall select overload courses in accordance with Section 8.4 and 8.5. No full-time librarian shall be required to select or be assigned overload without his or her consent.

8.727 Librarians' overload compensation for courses from subdivision schedules shall be consistent with Section 6.1.

8.728 A special services coordinator as per Articles 1.18 and 20.9 will be selected from the librarian staff, to provide administrative support in budget preparation, scheduling, hiring recommendations for part-time librarians and other duties that may be assigned.

8.73 Technicians

Technicians in the Testing Center shall work 35 hours per week straight time for the academic year; provided, however, that assignments beyond the academic year shall, within the sole and absolute discretion of the Board, be a condition of employment. Assignments in the Testing Center beyond 35 hours per week shall be compensated on the basis of 100 percent of the technician's pro-rata salary. The Testing Center Technician(s) shall select supplemental work assigned to the Testing Center first. No work assigned to the Testing Center(s) shall be performed outside the physical facilities known as the "Testing Center(s)".

LRC Technicians shall work 35 hours per week straight time on a twelve-month contract.

8.74 Developmental Education Instructors

8.741 Full-time faculty members in Developmental Education shall be treated as teaching faculty members, except that their duties shall consist of teaching courses offered through the Developmental Education department, tutoring, and/or special project responsibilities.

8.742 If any course section offered through Developmental Education which is part of a Developmental Education faculty member's load is cancelled, the faculty member shall have the right to elect: (1) to teach any available unassigned class offered through Developmental Education or class offered through Developmental Education tentatively assigned to a part-time faculty member (subject to Sections 6.4 and 8.4) that the Developmental Education faculty member is qualified to teach and, subject to the approval of the Dean; (2) to conduct additional tutoring hours in the Developmental Education Center; and/or (3) to work on special projects in the Developmental Education Center.

8.8 Internship Coordinators

In occupational programs where students are required to complete a period of internship activities, the college may designate one member of the program staff to serve as internship coordinator.

Internship coordinators shall be members of the faculty or as stated in 1.17 and as such will normally engage in direct teaching activities in the program each term. In programs which contain courses which are clearly identified as internships, the internship coordinator shall assume the responsibility for the activities associated with these courses. Program courses designated as seminars shall be considered part of the teaching load of the internship coordinator for which ECH shall be granted.

8.81 The workload for internship coordinators is set on an equated credit hour (ECH) basis as set forth in Section 8.82 below, and internship coordinators will be employed for the academic year; assignments beyond the academic year shall, with the sole and absolute discretion of the Board, be a condition of employment for internship coordinators, subject to the provisions of Section 6.1. Summer term supplemental appointments will be arranged on an individual basis with the Subdivision Dean. If an internship coordinator who formerly was a teacher elects to return to full-time teaching, the internship coordinator shall have the opportunity to do so, if qualified, when the first opening occurs in the teaching area, provided that the administration is able to fill the internship coordinator's position.

8.82 Effective Spring 1984, a regular load for internship coordinators shall be the same as for teaching faculty and shall consist of teaching and internship program management and internship duties. The teaching assignment of internship coordinators shall be reduced for the purpose of performing duties required for program management and internship coordination according to the following guidelines provided the total ECH for internship program-management duties for the fall or spring semester shall not exceed 21.

1. 3.00 ECH shall be granted each term for each program coordinated for internship program management and internship coordination duties regardless of the number of interns, number of affiliate sites or type of program.

2. In addition to the basic grant above:

a. .25 ECH shall be granted for each student serving in an internship provided the internship constitutes a minimum of 15 contact hours per week for the student.

b. .25 ECH shall be granted for each affiliate in excess of 15 per program per semester.

c. .125 ECH per intern shall be granted for each intern placed and supervised during the summer.

d. Summer term supplementary appointments for program management will be arranged on an individual basis.

3. For coordinating developing programs or for purposes in which special problems of a temporary nature exist, additional ECH may be granted on a semester basis providing the total ECH for coordination of a single program does not exceed 21.

8.9 Health Science Teachers

Effective September 30, 1974, the workload for health science teachers will be converted to an equated credit hour (ECH) basis, and they shall be employed for the academic year, provided, however, that assignments beyond the academic year shall, with the sole and absolute discretion of the Board, be a condition of employment for health science teachers, subject to the provisions of Section 6.1. A regular load and teaching assignments for health science teachers shall be the same as for other teaching faculty members, provided that clinical instruction shall be compensated on the same basis as classroom instruction. Nursing faculty members who are assigned an additional responsibility of supervising and coordinating instruction in the ADN Lippincott Learning Lab shall receive 1 ECH per semester for such assignment.

8.10 Lead Teachers

In courses where team teaching is utilized, the college may, with the consent of the individual, designate one member of the faculty team to serve as lead teacher.

Lead teachers will normally engage in direct teaching activities in the course each term. They shall also assume ultimate responsibility for coordinating the course and shall provide leadership to the team members and students involved in the course.

One ECH shall be granted each semester for each course coordinated by a lead teacher.

8.11 Clinical Compensation

In calculating clinical compensation each (60 minute) clinical hour equals 1.1 contact hour, beginning in the fall of 1987.

ARTICLE 9 - TEACHING LOAD AND ASSIGNMENTS

9.1 Base Load

Although a teacher shall be considered a full-time faculty member while teaching 12 or more equated credit hours (ECH), less than 14 ECH shall be considered an under load, and 15 ECH will be considered a regular load. When a faculty member has 15 or more ECH in any semester he/she may refuse the assignment of additional hours. When a faculty member has less than 15 ECH in any semester, he/she may be assigned an additional course or courses to bring him/her up to at least 15 ECH, provided that the number of courses which the faculty member may be required to accept is the minimum number required to give him/her a regular load. Such course or courses may not exceed 16 ECH without his/her written consent and the approval of the dean. By written agreement with the faculty member, adjustments may be made by the Board for faculty members involved in innovation or experimentation.

By agreement with the deans, if a faculty member is assigned less than 15 ECH within his/her subdivision, he/she may choose from the courses available in other subdivisions, subsequent to choices by those full-time faculty members in the other subdivisions. If there is no such agreement and should the Board find that there are not sufficient courses in the faculty member's subdivision for the assignment of 15 ECH to the faculty member, other professional duties may be assigned by the dean on the basis of no more than 35 clock hours of such duties per semester for each ECH. Due consideration shall be given to the desire of the faculty member in the assignment of such other professional duties. Faculty members teaching courses in English composition shall receive 1-1/3 ECH for each credit hour. Faculty members teaching laboratory courses shall receive 0.85 credit hours for each class contact hour in the Fall semester, 1986; 0.95 credit hour for each class contact hour beginning the Spring semester 1987 through the Summer term 1988; and 1.0 credit hours for each class contact hour beginning the Fall semester 1988.

9.2 Team Teaching

The Board will allow each member of a teaching team to have the opportunity to accept or reject his/her appointment to the team on a semester or term basis at the time of course selection.

9.3 Innovative Teaching and Compensation

The development of innovative programs (such as courses prepared for or taught in the Alternative Learning unit) and major course development or revision shall be compensated by terms of mutual agreement between the faculty member and the Board. When meetings are held, and when such agreements are reached, the faculty member(s) involved shall have the right to have an Association Executive Committee member present. Such special assignments may, by mutual agreement between the faculty member and the dean, be considered part of the regular load, overload or neither. The Association Chairperson, or his/her designee, upon request, shall be given a copy of said agreements within one week of the signing of such agreements. Agreements reached with non-bargaining unit members doing bargaining unit work, upon request, shall also be communicated in writing to the Association Chairperson or his/her designee within one week of the signing of such agreements.

9.4 Twelve-Month Contract

By agreement between the Board and a faculty member, a faculty member may be employed on a 12-month contract basis. Vacations for faculty members employed on a 12-month contract basis shall be computed at the rate of 1.75 days per month of full-time service at the college.

9.5 Equated Credit Hours and Class Size

9.51 The number of equated credit hours a faculty member receives where the equated credit hour is not one for one or is not as otherwise set forth in Article 9 shall be determined by mutual agreement between the dean and the faculty member directing the instruction. The faculty member involved may invite other interested or qualified faculty members to participate in the discussion. When meetings are held, and when such agreements are reached, the faculty member(s) involved shall have the right to have an Association Executive Committee member present. Before such agreements are reached, the dean shall inform the Association Chairperson or his/her designee of the pending agreements. The Association Chairperson or his/her designee upon request shall be given a copy of said agreements within one week of the signing of such agreements. Agreements reached with non-bargaining unit members shall, upon request, also be communicated in writing to the Association Chairperson or his/her designee within one week of the signing of such agreements.

9.52 Class size shall be as determined by the Vice President for Academic Affairs. However, the class size shall not exceed thirty-two (32) except with the agreement of the faculty member. Further, in laboratory classes and other classes that have traditionally had lower class size limits, those traditional limits shall not be modified except where, with faculty participation, changes in curriculum or methods would warrant such modification.

Complaints with regard to class size shall be discussed with the dean who will try to reach mutual agreement with the faculty member. The faculty member involved may invite a reasonable number of other interested faculty members to participate in this discussion. If mutual agreement cannot be reached, the dean shall give the faculty member a written response to his/her complaint.

9.6 Faculty Transfers

Whenever it has been determined that a full-time bargaining unit position needs to be filled and a qualified faculty member already employed by the college wishes to transfer into this position, he/she may apply for consideration before a new faculty member is hired to fill the opening. The only exception to this is when a qualified faculty member is exercising his/her rights under Article 4.6, a reduction in force. A transfer is defined as any movement among departments, counseling, or LRC.

The recommendation to fill a position will be made by the Vice President of Academic Affairs with consultation with the Dean and department chair. By way of illustration, openings may occur for the following reasons: retirement, resignation, program change, reorganization, a leave of absence, an enrollment change, or another transfer.

9.7 Interns and Student Teachers

Without his/her consent, no faculty member shall be required to supervise an intern and/or student teacher.

9.8 Reduced Load

On the request of the faculty member and the recommendation of the administration, the Board may grant a faculty member a reduced load for the purpose of professional development as related to institutional goals. Such reduction shall not result in less than twelve ECH per semester. During the semesters of reduced load, the faculty member shall not be eligible for overload, supplemental or other additional assignments. Such reduced load shall result in a proportionate reduction in pay without any reduction in benefits. Request for a reduced load must be submitted in writing to the Dean not less than 60 days before the start of classes in the semester in which the reduced load will occur.

9.9 Variable Load

A faculty member, for professional development reasons, may request a variable load contract for the academic year. The request will be reviewed by the administration and, if deemed appropriate, may be recommended to the Board of Trustees. A total of 30 ECH will be taught in the academic year with no more than 21 ECH taken in one semester and no overload may be taken during either semester. A variable load may be requested only once every 7 years. Request for a variable load must be submitted in writing to the Dean not less than sixty (60) days before the start of classes in the semester in which the variable load will occur.

Upon completion of the variable load contract, the faculty member shall submit a report to the Vice President of the division demonstrating that the conditions for which the variable load was granted were fulfilled.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.1 Introduction

It is the declared objective of the Association and the Board to encourage the prompt resolution of grievances and the complaints of faculty members covered by this Agreement as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances and complaints.

10.2 Definitions and Limitations

A grievance shall mean a complaint by a faculty member that there has been as to him/her a violation or misinterpretation of the specific terms of this Agreement or of official policies approved in writing by the Board, which may from time to time be in effect and which apply to faculty members. However, a grievance shall not be processed where the Board has retained sole and exclusive right to take action, provided that any stated exceptions to the Board's sole and exclusive rights shall be grievable under this grievance procedure. As used in this Article, the term "faculty member" shall also mean a group of faculty members having the same grievance. The designee of the Board at each step below shall be someone who has more authority than the person at the previous step. Grievances shall be processed as follows:

No grievance shall be entertained or processed unless it is submitted within 10 school days after the grievant had knowledge or should have had knowledge of the last asserted violation of the Agreement giving rise to the grievance. Upon written request received by administration before the 10th school day, the Association may extend said 10 school days to not more than 20 school days. Time is of the essence to this Agreement. Time limits may be extended by mutual agreement of the Grievance Chair or his/her designee and the representative of the Board. Failure to communicate a decision within the specified time limits shall permit the Association to proceed to the next step.

Step 1: If after consultation with the Grievance Chair or his/her designee it is determined that a faculty member has a grievance, said faculty member shall submit it orally or in writing and shall discuss it with his/her immediate supervisor. However, nothing shall prevent informal adjustment, provided that the terms of the grievance are made known, and subject to the terms of the Agreement. His/Her supervisor shall answer within 3 school days after such presentation.

Step 2: If the grievance is not settled in Step 1 and the faculty member wishes to appeal, the grievance may be referred in writing to the chief administrative officer of the division (or to any other person designated by the Board) within ten (10) school days after the answer in Step 1. It shall be signed by the faculty member and the Grievance Chair or his/her designee.

The chief administrative officer of the division or his/her designee shall discuss the grievance within three (3) school days with the grievant and the Grievance Chair or his/her designee at a time mutually agreeable to the parties. If no settlement is reached, the chief administrative officer of the division or his/her designee shall give his/her written answer to the Association and the grievant within three (3) school days following their meeting.

Step 3: If the grievance is not settled in Step 2 and the Association desires to appeal, it shall be referred in writing by the Association to the President within 10 school days after the chief administrative officer of the division's answer in Step 2. The President or his/her designee shall discuss the grievance within 3 school days with the Grievance Chair or his/her designee and the grievant at a time mutually agreeable to the parties. If no settlement is reached, the President or his/her designee shall give his/her written answer to the Association within 3 school days following their meeting.

Step 4: If the grievance is not settled in Step 3 and the Association desires to appeal, it shall be referred in writing by the Association to the Board within 10 school days or 10 days beyond the end of the term whichever is less after the President's answer in Step 3. The Board shall have the option to hear the matter. If the Board decides not to hear the matter, the Board shall give its written answer to the Association within 10 school days of receipt of the appeal. If the Board decides to hear the matter, the Board shall meet within 10 school days of the receipt of the appeal and shall discuss the grievance with the grievant and the Grievance Chair or his/her designee. In that event, the Board shall give its written answer to the Association within 10 school days after the Board meeting.

10.3 Arbitration

If the Board does not hear the matter or if the grievance is not settled in accordance with the foregoing procedure, the Association (but not the faculty member) may refer the grievance to arbitration within 10 school days after receipt of the President's answer in Step 3, if the Board does not hear the matter, or within 10 school days after the receipt of the Board's answer in Step 4, if the Board does hear the matter. The parties shall attempt to agree upon an arbitrator within 5 school days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said 5 day period, the parties shall immediately jointly request the American Arbitration Association to submit a panel of 5 arbitrators. Both the Board and the Association shall have the right to strike 2 names from the panel. The party requesting arbitration shall strike the first 2 names; the other party shall then strike 2 names. The remaining person shall be the arbitrator. This process shall take no more than 15 calendar days. However, if the Association or Board desires to strike all names on a panel of arbitrators and to request a new panel, each may do so no more than once. The process of striking all names on a panel shall take no more than 15 calendar days. The arbitrator shall be notified of his/her selection by a joint letter from representatives of the Board and the Association requesting that he/she set a time and place, subject to the availability of the Board and the Association representative.

10.4 Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement or any applicable Board policy. He/She shall consider and decide only the specific issues submitted to him/her in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his/her decision within 30 days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement or Board policy involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and faculty members and shall be immediately implemented.

10.5 Expenses of Arbitration

The fees of the arbitrator shall be divided equally between the Board and the Association. All other expenses shall be borne by the party incurring them.

10.6 Association and Board Grievances

The Association or the Board shall have the right to use the grievance and arbitration procedure starting at Step 2. The Association or the Board may request that a Board or Association grievance start at Step 1.

10.7 Individual and Board Grievance

Individual faculty members shall sign their name to any grievance which they may file. When the Association files a grievance involving an individual faculty member or a group of faculty members, that grievance shall be signed by the Association Chairperson and grievance chairperson and the individual or group of faculty members involved. When the Board or its designee(s) files a grievance, the grievance shall be signed by the chairperson or the Board and the grievant(s) if any.

ARTICLE 11 - LEAVES OF ABSENCE

11.1 Short Term Leaves

11.11 Paid Annual Sick Leave

11.111 At the beginning of his/her initial year of full-time employment, a faculty member will receive a bank of 10 sick leave days to be used for his/her instructional day absences caused by illness, accident or temporary physical disability (including temporary physical disability which results from pregnancy or childbirth), which prevents him/her from performing his/her duties. In addition, a faculty member shall receive in each academic year he/she is performing his/her duties one sick leave day for each month of full-time service in that year, up to a maximum of 12 days (14 days for faculty members employed on an annual basis). Effective the summer of 1972, an additional 2 days of sick leave shall be granted to each 10-month faculty member who is employed full-time during the summer session. For purposes of this Section only, a faculty member who has 4.7 or more ECH during the summer session shall be considered as employed full-time. Sick leave not used in the year of service for which it is granted shall be allowed to accumulate to a maximum of 220 days, and/or the SURS limit as it may from time to time be amended. The number of cumulative sick days for each faculty member on the payroll as of July 1, 1972, shall be computed retroactively to his/her date of full-time employment, minus the days he/she has been absent since that date by reason of illness, accident or temporary disability. In no event, however, shall a faculty member on sick leave receive sick pay, long term disability insurance benefits, and other state or college compensation or any combination of such benefits in excess of 100 percent of his/her salary.

11.112 In order to be eligible for sick leave, a faculty member, or a member of his/her household, whenever possible, shall report his/her absence to his/her supervisor prior to the start of any duties he/she cannot, for that reason, perform at the college. Also, a statement from the faculty member's doctor, or a doctor of the Board's choice, if the Board so desires, may be required by the Board to establish illness, accident or temporary physical disability (excluding normal pregnancy). A faculty member on leave of absence under Article 11 shall not be eligible for sick leave nor shall he/she accumulate such leave days.

11.113 Each faculty member annually shall receive an accounting of sick days accumulated and expended since the faculty member's most recent date of hire. This accounting, as of the start of the fall semester, shall be available as of November 30 of each year. If delays prevent the administration from meeting this date, the administration shall so advise the Association and the accounting shall be made available as soon thereafter as is possible.

11.114 Sick Leave Bank

As of the ratification of this Agreement, a sick leave bank will be established. Membership in this bank will be open to all faculty members and will be voluntary. Any member of the bank who receives benefits from the State University Retirement System or who is absent for illness due to work-related injury (which is compensable under the Illinois Worker's Compensation Act) may not avail himself/herself of any benefits of the bank.

To become a member of the bank, a faculty member will notify the Sick Leave Bank Committee of the intention to do so on a form that will be provided. To participate, faculty members will contribute two days of accumulated sick leave to the bank.

After the exhaustion of his/her personal leave accumulation, each member of the bank may be entitled to draw upon the Sick Leave Bank. The granting of such leave shall be subject to the same criteria as regular sick leave days and shall be in all other respects consistent with the negotiated Agreement. Sick leave shall be available only for the illness of the employee and not for the illness of the family.

Any member who wishes to withdraw from membership in the bank can do so by written notice to the Bank Committee. Official withdrawal will be effective five working days after the official notification. However, because the contribution of the two sick days is treated in the same manner as insurance, these two days will not be returned.

The Sick Leave Bank Committee will be established by the Faculty Association Executive Committee to manage the Sick Leave Bank. The Sick Leave Bank Committee shall notify the Human Resource Office of new members.

11.12 Paid Professional Meetings Leave

Leaves of absence with pay may be approved by the department chair and appropriate dean to permit faculty members to attend professional meetings and/or for other purposes which the administration concludes contribute to the professional growth and development of the faculty member. The grant and duration of such leaves shall be within the discretion of the administration. If a request for such leave is denied for reasons other than the availability of funds, upon request, the dean shall state in writing the reason(s) for the denial. A faculty member on such leave may be reimbursed for expenses including transportation by air coach or personal automobile, lodgings, meals, local transportation, registration fees (not in excess of those charged members attending the conference), and tips, as the administration shall determine are reasonable under all considerations.

11.13 Paid Jury Duty

Faculty members who are summoned to court to perform jury duty or who are subpoenaed to testify in matters in which they have no personal or pecuniary interest shall suffer no loss of salary.

Any compensation received for jury duty shall be kept by the faculty member to cover costs of meals, transportation, etc.

Faculty members shall give notice to their immediate supervisor of the dates of their absence upon receipt of any such notification. Faculty members subpoenaed to testify also shall attempt to arrange their court appearance so as to minimally interfere with their regularly assigned duties.

11.14 Paid Personal and Funeral Leaves

Upon notification to the immediate supervisor, a faculty member will be granted two (2) personal leave days, with no other explanation than "Personal Business," without loss of pay. Additional personal leave days may be approved by the faculty member's vice president. Personal leave may be taken the first or last week of school or immediately before or after a holiday or vacation. Personal leave days may be taken on consecutive days.

Up to three (3) religious holidays per year shall be granted as personal leave for good and sufficient cause. Personal leave shall not be cumulative.

A funeral leave shall be granted for up to five (5) days in the event of the death of a spouse, parent, parent-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, or a relative living in the faculty member's household.

Each faculty member, in order to be eligible for personal or funeral leave, shall assume responsibility for notifying the Department Chair or Supervisor and the dean of his or her absence and of the arrangements which have been made for the performance of his or her duties during his or her leave. It is understood that any arrangements made to discharge this responsibility requires the approval of the supervisor.

11.15 Annual Convention Leave

If the administration sends a faculty member who has been elected by the Association as an official delegate to the annual convention of the Illinois Community College Faculty Association, a leave of absence without loss of pay shall be granted to attend that convention if such is necessitated by the convention dates.

One faculty member who has been elected as an official delegate to the biannual convention of the AFT shall, if necessitated by convention dates, be granted a leave of absence with pay to attend the convention.

11.2 Long Term Leaves

11.21 Military and National Service Leaves

11.211 A faculty member who leaves his/her position for extended active duty in the military service of the United States during a state of war or national emergency shall be granted a military leave for the duration of his/her commitment to such war or national emergency, in accordance with the terms of applicable laws. He/She shall be entitled to return to his/her position provided that his/her discharge from service is not for reasons which would cause his/her reappointment to violate the conditions of Article 4 or 5, whichever is applicable. He/She shall return to full-time teaching status at the first opportunity that the college has to employ a full-time faculty member in the same areas for which he/she was hired, or in other areas in which the Board judges him/her qualified to teach before his/her military leave commenced.

He/She will be given priority over all part-time and prospective part-time and full-time instructors to teach either part-time or full-time in the area or areas for which he/she has been or shall be considered qualified to teach.

During the period of such authorized military leave, the Board shall continue to pay the faculty member's required contributions to the fund of the State Universities Retirement System.

Provided that the faculty member has not reached the last step of his/her lane, restoration shall be, at the very least, at the salary lane and step held at the beginning of military leave, plus one vertical salary step.

11.212 A faculty member who is required to leave his/her position to serve in the United States Government instead of in any other required military service of the United States may be afforded the same benefits, except that contributions to the retirement fund will not be made by the Board during such leaves and that such leaves shall not exceed 2 calendar years.

11.213 A faculty member who is required to take a short leave of absence for reasons of public emergency to perform temporary active duty with Reserve or National Guard units during the time he/she is scheduled to perform duties at the college will be paid his/her salary, provided that: (1) he/she remits to the Board any sums of money paid to him/her as compensation for the performance of such military duty; (2) he/she presents evidence that he/she has endeavored to have such duty scheduled during a time when he/she is not responsible for duties at the college; and (3) he/she has given the administration the opportunity to request that those duties be assigned at another time, unless the military call-up is urgent and prevents the administration from making such a request. This section shall not apply if the faculty member waives his/her salary.

11.22 Leaves of Absence Without Pay

Upon approval of the Board, a faculty member may be granted upon his/her written request up to one academic year's leave of absence without pay and upon approval may be granted upon written request an extension up to an additional academic year's leave for improving professional competence or for other good and sufficient cause shown. The Board may set the conditions for such leaves. Applications for leaves shall be filed with the President not later than March 1 and November 1 preceding the semester that the leaves shall become effective. Requests for extension must be made in writing at least 60 days before the termination of leave.

While on such leave, a faculty member shall be allowed to participate in college health, accident, and life insurance programs, provided the faculty member shall make timely advance payments(s) by the first day of each month of all premium(s) due for such insurance to the Human Resource Office.

Failure to return to employment upon termination of leave shall constitute termination of employment, unless the President or his/her designee grants the faculty member a short extension because a justified emergency beyond his/her control prevented his/her return, and provided further that he/she notified his/her supervisor or the administration of such emergency within 48 hours after the day he/she was due to return. Written notices of intent to return must be on file not less than 90 days prior to the end of the leave, except for faculty members who have a leave of absence for the spring semester who shall file said notices of intent to return on or before March 15. Failure to timely notify the administration of an intent to return shall not obligate the Board to employ the faculty member. Benefits accumulated by a faculty member prior to the effective date of the leave of absence shall be carried forward and maintained by the faculty member upon his/her return. At the end of the leave of absence without pay, a faculty member shall have the right to return to employment at the college in the course area he/she left or in a related course area for which he/she is qualified.

11.23 Parental Leave

11.231 A faculty member shall be granted a parental leave of absence without pay to rear either a newborn or adopted child under the age of four (4) years. The term of the leave of absence is one year and must be completed before the child's fourth birthday. Upon written request at least 60 days prior to the end of the leave, such parental leave may be extended for up to one additional year within the discretion of the Board.

11.232 At the end of a parental leave of absence, the faculty member shall have the right to return to employment at the college in the course area he/she left or in a related course area for which he/she is qualified.

11.233 In order to be eligible for a parental leave of absence, a faculty member who desires such leave shall notify his/her immediate supervisor in writing with a copy to the Vice President for Academic Affairs as soon as he/she has knowledge of an intent to take a parental leave, but at least 60 days before such leave. A faculty member who postpones or delays requesting a parental leave in order to first obtain sick leave benefits shall not be eligible for a parental leave of absence.

11.234 A parental leave of absence may begin when a faculty member so desires but not later than when a faculty member is unable to perform duties satisfactorily pursuant to Section 11.236 below.

(A parental leave of absence for teaching faculty shall end at the beginning of a fall or spring term or summer session.) A parental leave of absence for non-teaching faculty members shall end at the date so desired by the faculty member, provided (1) it ends within one calendar year within the date the leave commenced and (2) the said faculty member gives his/her immediate supervisor at least 60 days written notice in advance of his/her return.)

11.235 Absence on parental leave shall not be considered a break in service, but the period of the leave shall not be considered as service at the college.

11.236 A statement from the faculty member's doctor or a doctor of the Board's choice, if the Board so desires, may be required to establish the faculty member's ability to perform or resume the faculty member's duties.

11.24 Sabbatical Leave

11.241 The Board may grant a sabbatical leave to a faculty member for a period not to exceed one academic year for resident study, research, travel, or other purposes designed to improve the college. Sabbatical leave shall not be considered a break in service. At the end of his/her sabbatical leave the faculty member shall return to the salary lane and step he/she held at the beginning of his/her leave, plus one vertical salary step, provided that the faculty member has not reached the last step of his/her lane. At the end of a sabbatical leave a faculty member shall have the right to return to employment at the college in the course area he/she left or in a related course area for which he/she is qualified.

11.242 The leave will be conditioned upon a plan for resident study, research, travel or other activities proposed by the applicant and deemed by the Board to benefit the college, and such plan shall be approved by the Board and may not thereafter be modified without the approval of the Board. As part of the sabbatical application process, the administration may request information regarding the college's fiscal commitments, proposed to be a part of the sabbatical leave project. A copy of every sabbatical leave application shall be sent to the Association Chairperson. If it shall become necessary in the granting of sabbatical leave to choose among applicants who the Board finds have plans substantially equal in merit, the selection shall be determined first on the basis of those faculty members whose number of years since their last sabbatical leaves taken is the greatest, and second, on the basis of length of full-time service with the college.

11.243 The grant of a sabbatical leave by the Board will constitute a finding that the leave is deemed of benefit to the college by improving the quality and level of experience of the faculty member.

11.244 No faculty member will be eligible to start a sabbatical leave until he/she has completed 6 full academic years of satisfactory full-time service at the college. A faculty member who has completed a sabbatical leave may not again apply for such leave until the completion of a subsequent 6 years of such service.

11.245 Before leave is granted, the applicant shall agree in writing that, if at the expiration of such leave he/she does not return to the college for a period of at least one full academic year, all sums of money received from the Board during the sabbatical leave shall be refunded to the Board.

11.246 A faculty member may be granted either a sabbatical leave of one year at half pay or a one-semester leave at full pay. A maximum of five percent (5%) of the faculty members may be on a sabbatical leave at any one time, but no more than three (3) one-semester sabbaticals will be granted in any one semester, and no more than five (5) one-semester sabbaticals will be granted in any one academic year.

11.247 In order for faculty members to be eligible for consideration for sabbatical leave, applications, including detailed plans, must be submitted to the Faculty Development Committee no later than November 1st of the year preceding for sabbatical leaves beginning with the fall semester and March 1st for sabbatical leaves beginning with the spring semester. If an application for sabbatical leave is denied, the reason therefor shall be stated in writing by the president or his/her designee to the faculty member.

Faculty members who have received notice of RIF and are recommended by the Faculty Development Committee shall be given priority in the granting of sabbaticals.

The Faculty Development Committee after notifying the appropriate department chair and the dean of receipt of an application shall review the requests and forward its recommendation to the president who shall inform the faculty member in writing by February 1st for fall sabbatical leaves and June 1st for spring sabbatical leaves whether or not his or her leave has been granted.

The Faculty Development Committee shall be elected to serve two-year terms, and shall consist of at least: (1) two faculty members elected from Public Service/Allied Health/Nursing; (2) two faculty from Business/Industrial Technology; (3) four faculty members elected from Liberal Arts & Sciences; (4) one faculty member from counselors and advisors; (5) one faculty member elected from librarians, technicians; (6) one from Developmental Education; (7) one from Construction Electrician; and (8) two administrators selected by the Vice President for Academic Affairs.

11.248 Upon returning to the college, the faculty member shall submit a report to the president demonstrating that the conditions for which the sabbatical leave was granted were fulfilled. In addition, the faculty members on a full academic year sabbatical will submit a mid-year report on progress to date no later than January 15 of that academic year. Failure to fulfill the conditions for which the sabbatical was granted may result in forfeiture of all sums of money received from the Board during the sabbatical leave.

Tuition reimbursement for faculty members while on sabbatical leave shall be paid in accordance with Article 12.2.

11.249 The Board may grant an extension of the approved sabbatical up to one (1) additional year without pay. The extension shall not be considered a break in service. All other provisions of the Sabbatical Leave shall apply to the extension.

11.3 Retraining Leave

At the Board's discretion, it may grant a retraining leave to a tenured faculty member whose present position is in jeopardy due to changes in enrollments. Such retraining leaves shall be limited to one academic year and shall not be considered a break in service. At the end of the retraining leave, the faculty member shall return to the salary lane and the step held at the beginning of the leave, plus one vertical salary step, provided that the faculty member has not reached the last step of the lane. While on retraining leave, the tenured faculty member shall receive: (a) two-thirds of base salary for the academic year, (b) full reimbursement for tuition, fees and required texts, and (c) college insurance coverage except life insurance.

Retraining leave shall be based on the following conditions:

a. That there is a high probability of an available position in one year for which the tenured faculty member can retrain.

b. That the faculty member prepare and submit to the Faculty Development Committee for review a detailed plan and statement, including estimated costs, of the proposed retraining activities. In the event that the retraining activity is employment for which the faculty member is compensated, the salary received from the college shall be reduced by the amount of employment compensation received.

c. That the Faculty Development Committee shall submit the application along with its recommendation to the President. If the application for retraining is denied, the reason(s) therefor shall be stated in writing by the President or designee to the faculty member. The Faculty Development Committee shall send a copy of the application to the appropriate department chairs, the President of the Faculty Association, and deans.

d. In the event a retraining leave is granted, the applicant shall agree in writing that, if at the expiration of such leave he/she does not return to the college for a period of at least one full academic year, all sums of money received from the Board during the retraining leave shall be refunded to the Board.

ARTICLE 12 - PROFESSIONAL GROWTH

12.1 Moraine Tuition Waived

Full-time faculty at Moraine Valley Community College who enroll in courses at the college will have their tuition waived; the spouse of a full time faculty member and dependent children under the age of twenty-three (23) and living in the employee's household are eligible to enroll in college courses at Moraine Valley Community College with 75% of the tuition paid for by the Board (excluding any course fees), subject to the following conditions: (1) the tuition waiver is limited to courses applicable to Associate Degree, College Level Certification Programs, and/or Remedial/Developmental courses as designed by state code, (2) for courses in which admission to a specific instructional program is a condition of registration, tuition shall be waived only in the event that space is available in the program after all qualified tuition-paying students have been admitted. This does not preclude admission and registration as a tuition paying student. Faculty members shall be allowed to take up to two (2) non-credit courses per academic year at the college, tuition-free. No paying student shall be bumped.

12.2 Tuition Reimbursement - Other Institutions

Where the Board within its discretion approves a faculty member's proposal to take courses at other institutions of higher learning, the Board shall reimburse the faculty member for tuition and fees in amounts and under conditions set forth by the Board.

If a faculty member wishes to seek reimbursement for taking courses at other institutions of higher learning, he/she shall submit a proposal requesting approval to the dean. The faculty member shall list the courses which he/she has taken, the courses which he/she would like approved, the ways in which the courses contribute to his/her professional development, information, and instructional skills, and the relationship of the courses to the field in which he/she teaches. If the request for reimbursement is denied, the dean shall state in writing the reason(s) for the denial.

12.3 Association In-Service

The Association shall have the right to conduct two in-service education meetings each academic year. The date and content of such meetings shall be subject to the approval of the Vice President for Academic Affairs.

12.4 Orientation Agenda

The Association shall be granted a place and time on the orientation agenda.

12.5 Professional Growth Units

Professional growth units (PGU) may be awarded upon recommendation of the Faculty Development Committee, and prior approval of the appropriate vice president for the following types of activities:

1. Satisfactory completion of special voluntary in-service staff development activities sponsored by Moraine Valley Community College for which the Vice President for Academic Affairs has approved and established PGU credit. (Typically 16 contact hours equal 1 PGU).

2. Summer work experience to upgrade skills in a field directly related to instructional assignment (i.e., Electronics Technician, Refrigeration Service, Legal Assistant, Broker, etc.). For such activities, one (1) PGU can be awarded for each 100 hours of work experience to a maximum of three (3) PGU credits per summer. Unless unusual circumstances warrant such approval, PGU credit for summer employment would only be approved every other summer.

3. Non-credit courses or seminars directly applicable to instructional assignment. (Typically 16 class contact hours equal 1 PGU).

4. Special projects, other than college supported R & D projects, which are beyond the scope of regular duties (i.e., special research projects, authoring significant works, development of unusually time-consuming instructional aids, presentation at seminars or workshops for which significant preparation was required, etc.) PGU value to be tentatively assessed when the proposal is made and reviewed at the half-way mark. One to three PGU's allowed depending upon complexity of activity and time requirements.

A maximum of 40% of the credit hour requirements for horizontal movement to lanes C, B, and A outlined in article 20.3 can be fulfilled with PGU's earned while employed at the college. Any of the 40% of the credit hours earned through PGUs, but not used to fulfill credit hour requirements for movement to lanes C or B, may be used for movement to lane A.

A maximum of 40% of the credit hour requirements for horizontal movement from E1 to E2 can be fulfilled with PGU's earned while employed at the college.

ARTICLE 13 - FACULTY RIGHTS

13.1 Precedence of Agreement

The terms of this Agreement shall take precedence in the event of conflict between the terms of an individual contract of a faculty member and this Agreement. This Agreement shall be referred to in the employment contracts issued to faculty members. Copies of this Agreement shall be made available to faculty members, the cost of which shall be shared equally between the Board and the Association. When available, insurance and pension booklets shall be issued to each faculty member. Official Board policies shall be available for faculty inspection in the library and the president's office.

13.2 Public Records

The Board shall make available to the Association any existing public records which are relevant to negotiations or the enforcement of this Agreement. The Board shall make such records available within seven working days of the request unless more than seven days are required for preparation, in which case, the Faculty Association President shall be notified. Standing requests will not be honored.

13.3 Notification of Board Meetings

The Association President shall be supplied a copy of the agenda and the date of any regular or special meeting (including study session), or committee meeting of the Board, at the time the agenda is distributed to the Board, with sufficient information thereon to know the subjects to be discussed at the Board meeting. The Association President shall be notified of any regular or special Board meeting or Board committee meeting at least 48 hours before the meeting, except in cases of emergency meetings, in which cases notification shall be given as soon as practicable prior to such a meeting. The president of the college shall make available to the president of the Association or his/her designee, at the beginning of the Board meeting, additional Board reports, including recommendations of the president, and the minutes of the last meeting, to the extent such material is available to the general public at the meeting. The same courtesies shall be extended by the Association to the Board. The Association shall send copies of published minutes and newsletters to the president.

13.4 Association on Board Agenda

The chairperson of the Association or his/her representatives shall be accorded the privilege of speaking at Board meetings for a period of time allocated by the chairperson of the Board, provided that he/she has made his/her request prior to the time the agenda has been prepared and has identified the subject(s) on which he/she wishes to speak. Collective bargaining shall not be conducted and grievances shall not be discussed.

13.5 Association on Committees

The Association may appoint one or more observers to all college committees where faculty members participate if such committees are involved in institutional planning or consider faculty rights and responsibilities. Upon written request to the president a list of the committee members of the college's major committees, including their standing committees, shall be made available to the Association. No standing requests will be honored.

13.6 Board Policies, Regulations and By-Laws

One copy of the Board's official Policies, Regulations and By-Laws Manual and all subsequent additions, deletions and amendments shall be provided to the Association secretary for use by the Association.

13.7 Right to Attend Public Board Meetings

Faculty members may attend public Board meetings to the same extent as any member of the public who lives in the district.

13.8 Faculty Disciplinary Conference

If a faculty member is called by an administrator to a disciplinary conference where the faculty member receives a written warning, suspension or notice of termination of employment, the faculty member upon request may have an Association representative present.

13.9 Recognition in College Catalog

A faculty member may upon written request to the Vice President for Academic Affairs list his/her state certification(s) in the college catalog, provided that such certification(s) is(are) officially recognized by the Board.

ARTICLE 14 - PERSONNEL RECORDS FOR FACULTY

Upon one day's request, a faculty member may review his/her official personnel file, except for confidential documents (credentials, peer evaluation and letters of recommendation). If his/her request is reasonable, a faculty member may reproduce any of those items in his/her file that are subject to his/her review. Material relative to the faculty member's performance, character, or personality placed in the faculty member's official file must be initialed by the faculty member before it is placed in the file. Said initialing by the faculty member is only to show that the faculty member has read the material and shall not be deemed to be in agreement or disagreement with its content. A faculty member may attach his/her own written responses to items that have been placed in his/her file. No material that is retracted in writing by its source or that the faculty member's immediate supervisor agrees (1) has no merit, or (2) is dropped shall remain in a faculty member's personnel file or shall be used against a faculty member.

ARTICLE 15 - CALENDAR

15.1 Semester Duration and Holidays

There shall be no more than seventeen (17) weeks of instruction in each semester. Holidays observed will be:

1. Presidents' Day - 3rd Monday in February
2. Christmas Eve and Christmas Day
3. New Year's Eve and New Year's Day
4. Independence Day - Fourth of July
5. Labor Day - 1st Monday in September
6. Thanksgiving Day - 4th Thursday in November *
7. Day after Thanksgiving
8. Good Friday - as it falls, and the Saturday after
9. Memorial Day - last Monday in May
10. Martin Luther King's Birthday - 3rd Monday in January
11. Easter Sunday

* The Thanksgiving holiday shall begin at noon on the Wednesday preceding. No class will be held after 12:00. Current practice with regard to the Thanksgiving weekend shall be maintained.

15.2 In-Service and Spring Recess

The faculty shall have one day of in-service prior to the Fall semester, and one day prior to the Spring semester. No in-service activities shall be held prior to the Summer session. The Administration may select one (1) day of in-service during the Fall and Spring semesters with required faculty attendance. This in-service will be held on either a Tuesday or Thursday.

However, new faculty members shall have up to one week of orientation prior to the beginning of classes of the semester in which they are first employed.

Spring break shall be the week following Easter Sunday.

15.3 Summer and Pre-summer Session

There may be a three (3) week pre-summer session starting the first week following the end of the Spring semester. Pay will be at summer school rates.

There shall be eight (8) weeks of instruction in the Summer term, except where program requirements necessitate different attendance or where faculty members so desire with the approval of the Vice President for Academic Affairs.

15.4 Instructional Days

Monday through Saturday shall be considered instructional days, provided that no faculty member shall have the obligation to perform duties on Saturday or Sunday without his/her consent.

15.5 Faculty Duties and Meetings

The Board may require faculty members to be present to teach their classes or to otherwise perform their assigned duties, to conduct college office hours, to fulfill committee responsibilities and to be present for scheduled meetings during college activity hours. Committee and group meetings with mandatory attendance can only be held on Tuesday and Thursday, 3:30 p.m. - 5:00 p.m.

15.6 Closure of the College

It shall not be a violation of this Agreement if the college cannot be operated due to a reason beyond the Board's control, such as an act of God, fire, explosion, etc.

ARTICLE 16 - SAVINGS AND SEVERABILITY

If any provision of this Agreement is subsequently declared by the proper legislature or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 17 - HIRING AND FACULTY INVOLVEMENT

17.1 Right of Board

Decisions on the hiring of faculty members and the terms of their employment shall be the sole and exclusive right of the Board. However, the terms of their employment contracts shall not violate the terms of this Agreement.

17.2 Posting of Open Faculty Positions

All openings for full-time faculty positions shall be posted in each department, provided that such postings shall not be deemed to obligate the college to hire any number of applicants.

17.3 Interviews

Except where conditions necessitate that interviews take place other than in the immediate locale of the college, two or more faculty members, if available, in the department (including the department chair) for which prospective faculty members may be hired, shall participate in interviews of all prospective full-time faculty members and make written recommendations to their deans concerning the employment of the candidates. At least one of the faculty members participating in such interviews shall, whenever possible, be teaching the same field or subject area for which the candidate is being considered. Faculty members invited to participate in the interview shall be given the basic information needed to enable them to assess the applicant.

17.4 Part-time Hiring

Recommendations for the hiring of part-time instructional staff shall be the responsibility of the department chair with as much consultation with the full-time faculty in the subject as is practical and with the approval and concurrence of the dean.

17.5 Lane Placement

A new hire shall be placed on the salary lanes in accordance with the qualifications contained in Article 20.3, Appendix G_1, G_2, and G_3, "Lane Placement and Promotion."

17.6 University Interns

No individual shall be hired as an intern who: (1) has a Master's Degree in the subject(s) to be taught or is qualified to teach the subject(s) for which he/she is being considered, and (2) is not enrolled in an internship course at the university.

ARTICLE 18 - NON-INTERRUPTION OF WORK

The Association will not instigate, promote, sponsor, engage in, or condone any strike, slowdown, picketing, boycott or concerted stoppage of work, or any other intentional interruption of the operations of the college. Any faculty member who violates any of the provisions of this Article may be disciplined (including discharge) by the Board, except if any faculty member pickets he/she may be disciplined (including discharge) if he/she persists in such violation after he/she has received one written warning from the Vice President for Academic Affairs. Any faculty member who is discharged or disciplined, including suspended without pay, for violation of the terms of this Article may file a grievance under Article 10 alleging he/she did not violate said terms. In the event the grievance is appealed to arbitration, the decision of the arbitrator on this issue shall be final and binding on the Board, the Association, and the faculty member(s) involved. The Board will not engage in any lockout during the term of this Agreement.

ARTICLE 19 - SCOPE OF AGREEMENT

This Agreement covers all matters relating to salaries, fringe benefits, and working conditions of faculty members. The appendices hereof are integral parts of this Agreement and by this reference are incorporated herein. There shall be no unilateral re-opening of this Agreement by the Board or the Association during the life thereof covering any matter covered or not covered in this Agreement. During the life of this Agreement, the Board will not change for arbitrary or capricious reasons existing policies and practices established in writing by the Board or by an administrator designated by the Board, and which are not specifically covered by this Agreement.

The provisions of paragraph 4 and/or paragraph 8 of Section 4.35 of this Agreement shall be replaced by said sections of the 1978-80 collective bargaining agreement if by judicial ruling of statute, the Board has the right to implement the language of said 1978-80 agreement.

ARTICLE 20 - SALARY SCHEDULE

20.1 Appendix References

Effective July 1, 1989, faculty members shall be compensated in accordance with the 10 month salary schedule set forth in Appendix D and D1 attached hereto. Effective the fall semester, 1976, the anniversary date for purposes of step increases for a newly hired faculty member shall be the beginning of the semester in which the faculty member's contract became effective. The current practice regarding anniversary dates for purposes of step increases for presently employed faculty members shall continue.

Effective July 1, 1990, faculty members shall be compensated in accordance with the 10 month salary schedule set forth in Appendix E and E1. Effective July 1, 1991, faculty members shall be compensated in accordance with the 10 month salary schedule set forth in Appendix F and F1.

If a referendum is passed, the base will be increased by an additional 3% in the year in which the college receives the tax money. For example, if the college receives additional taxes in 1988-89 as a result of a referendum, the raise to base will be increased to 11.5% in that year.

20.2 Overload and Supplemental Rates

Overload as defined in Article 6.1 shall be compensated at the following rates: academic year 1989/90 - 55% of base ECH rate, academic year 1990/91 - 50% of base ECH rate, academic year 1991/92 - 50% of base ECH rate.

Supplemental, as defined in Article 6.2, shall be compensated at the following rates: academic year 1989/90 - 75% of base ECH rate, academic year 1990/91 - 70% of base ECH rate, academic year 1991/92 - 70% of base ECH rate.

20.3 Placement and Movement on Salary Lanes

1. Training and Experience Requirements for Placement on Salary Lanes.

a. As used herein, "subject field" also includes an approved (by the Vice President for Academic Affairs or designee) area related to the subject field. An acceptable related subject field also shall include graduate courses, and in some cases undergraduate courses in curriculum, techniques and practices of effective teaching, counseling, "librarying" (and courses which improve the effectiveness of the faculty member as an employee of the college, as determined by the appropriate vice president and with prior approval).

b. Lane E_1 and E_2 - Placement on the E schedule will be reserved for bargaining unit members who perform a supportive academic function, including academic advising. The following positions are included in the E Lane: LRC Technician, LRC Testing Technician, Advisor, and Assistant Instructor.

c. Lane D - (See Appendix G_1 and G_2) Additionally, for Career Programs, journeyman standing or equivalent as determined by the college, or other accomplishments deemed acceptable to the college in technical/commercial areas based on certificates/industrial-technical training, creation of programs, supervisory positions and similar situations covering areas in which normal collegiate recognition may not exist. Teachers of record shall be classified in the D Lane or higher.

d. Lane C - (See Appendix G_1 and G_2)

e. Lane B - (See Appendix G_1 and G_2)

f. Lane A - (See Appendix G_1 and G_2)

2. Faculty members employed hereafter shall be placed on the salary schedule by the Board at time of hire.

3. Movement on Salary Schedule

Advancement to a higher lane shall occur subject to the following conditions:

a. The faculty member must have met the requirements set forth in Appendix G_1 and G_2 for the lane to which movement is sought.

b. A faculty member may advance no more than one lane at a time.

c. After advancement to a lane, a faculty member must remain in that lane for four (4) years before being eligible for further lane advancement.

d. A faculty member in the D lane must receive tenure and complete four (4) years of service at the college to be eligible for advancement to move to C.

e. A faculty member in the C lane must receive tenure and complete eight (8) years of service at the college to move to B lane.

f. A faculty member in the B lane must receive tenure and complete thirteen (13) years of service at the college to move to A lane.

g. A faculty member who otherwise qualifies for horizontal movement shall, as a condition for advancement in any academic year, file with the president of the college written evidence satisfactory to the Board of fulfillment of all training and experience requirements by November 1 of the academic year for which advancement is sought.

h. Horizontal movement, when it occurs, shall take place as follows: on the salary schedule for the year prior to the year of movement, for purposes of computation only, the faculty member shall be moved to the next higher salary in the next higher lane, plus two vertical steps down; the new lane and step thus determined shall be the faculty member's lane and step on the salary schedule for the year of movement, as in the following example: Assume a faculty member at C-6 on 1986-87 schedule (i.e., $23,091, on Appendix D) becomes eligible for movement to Lane B for 1987-88. Movement is to the next higher salary in the next higher lane on Appendix D (i.e., to B-3, which is $23,329), plus two steps (to B-5, which is $25,259), and then over to the same step (B-5) on Appendix E for 1987-88 ($26,230).

Vertical movement shall occur at the rate of one (1) step per year.

i. Those faculty members in the E lane qualified for positions in the D lane or above shall be given priority consideration for such positions should they become available.

4. Movement on Salary Schedule - E Lane

Advancement from E_1 to E_2 shall occur subject to the following conditions:

a. The staff member must have met the requirements set forth in Appendix G_3 for the E_2 lane.

b. A staff member in E_1 must receive tenure and complete five (5) years of service at the college to be eligible for advancement to move to E_2.

c. A staff member who otherwise qualifies for horizontal movement shall, as a condition for advancement in any academic year, file with the president of the college written evidence satisfactory to the Board of fulfillment of all training and experience requirements by November 1 of the academic year for which advancement is sought.

d. Horizontal movement, when it occurs, shall take place as follows: on the salary schedule for the year prior to the year of movement, for purposes of computation only, the faculty member shall be moved to the next higher salary in the next higher lane, plus two vertical steps down; the new lane and step thus determined shall be the faculty member's lane and step on the salary schedule for the year of movement.

20.4 Supplementary Pay for Summer

Supplementary pay for the summer session shall be paid in accordance with the salary schedule in effect during the preceding spring semester.

20.5 Twelve-Month Contract - Base

Faculty members who are employed on a 12-month basis as defined in Articles 1.1 and 9.4, shall be compensated as follows:

a. For the 1989-90 and 1990-91 years, the supplemental compensation for the extended contract will be computed by adding the base pay for the applicable level and step specified in Appendix D and Appendix E, plus 20% of the base pay at the 1988-89 schedule.

b. For the 1991-92 year, supplemental compensation for the extended contract shall be at 20% of the 1991-92 salary schedule as provided in Appendix F.

20.6 Twelve-Month Contract - Summer Work

Faculty members employed on a 12-month basis shall not receive additional compensation for summer school.

20.7 Substitute Pay

Faculty members who substitute at the request and approval of a dean shall be compensated at the rate of $22.00 per hour provided that if they substitute beyond 2 weeks and receive approval of the dean to do so, they shall be paid pro-rata on the overload formula of their salary. The dean may, at his/her discretion, refuse to permit a substitute to work beyond 2 weeks if the substitute pay would be more than the pro-rata overload of the salary of the faculty member for whom he/she is substituting, or for any other reason.

20.8 Extra Curricular or Intercollegiate Athletic Activities

If a faculty member is requested to supervise a college-sponsored extra curricular activity or intercollegiate athletic activity, the faculty member(s) shall be compensated per the following schedule: [Stipend or equivalent in release time rounded up to the nearest integer.]

	Stipend			
Intercollegiate Coaching*	**FY89**	**FY90**	**FY91**	**FY92**
Head Baseball Coach	$3100	$3286	$3483	$3692
Asst. Baseball Coach	1300	1378	1460	1548
Head Basketball Coach (Men)	3600	3816	4044	4287
Head Basketball Coach (Women)	2600	2756	2921	3096
Asst. Basketball Coach (Men)	1500	1590	1685	1786
Asst. Basketball Coach (Women)	1400	1484	1573	1667
Head Football Coach	5000	5300	5618	5786
Asst. Football Coach	3100	3286	3483	3692
Head Golf Coach	2000	2120	2247	2382
Head Softball Coach	2000	2120	2247	2382
Head Tennis Coach (Men)	2000	2120	2247	2382
Head Tennis Coach (Women)	2000	2120	2247	2382

	Stipend			
Extracurricular activities*	**FY89**	**FY90**	**FY91**	**FY92**
Glacier Advisor	$2000	$2120	$2247	$2382
Coordinator of Comp. Speech	3100	3286	3483	3692
Asst. Coord. of Comp. Speech	2000	2120	2247	2382
Mastodon Advisor	3100	3286	3483	3692
DECA Advisor	600	636	674	714
Theater Coordinator	2350	2491	2640	2798
Advisor--One Act Play & Summer Activity	600**	636	674	714
Play Director	1200**	1272	1348	1429
BACCHUS Director	700	742	787	834

* The faculty member has the option of selecting the ECH or stipend compensation formula, provided that, if the ECH method is selected, the ECH can be used as part of base load or overload. Each assignment is subject to the approval of the Board.

** Per activity

20.9 Special Services Coordinator

Compensation for special services coordination shall be at a rate mutually agreed upon by the division vice president, the faculty member, and the Faculty Association, and approved by the Board. The Faculty Association will be sent a copy of the planned agreement for special services coordination prior to its implementation.

20.10 Department Chairs

All department chairs will receive a $3,800 stipend for a given academic year, defined as the Fall, Spring, and regular Summer semesters. Department chair stipends will be paid in installments of $1,300 for fall semester, $1,300 for spring semester, and $1,200 for summer semester.

Department chairs whose discipline areas have an adjusted ECH rate equal to or greater than 3,000 will also be entitled to release time during the Fall, Spring, and regular Summer semesters according to article 1.16. The adjusted ECH rate is determined by the following formula: (sum of fall and spring credit hours for the previous academic year divided by two) multiplied by the (average contact hours per ECH for all courses in the particular discipline areas under the auspices of the department chair.) Department chairs whose discipline areas have an adjusted ECH rate less than 3,000 will receive a flat rate of of release time of 6 ECH per year.

The release time for departments of adjusted ECH rate above 3,000 are to be determined by the point count system in Appendix C. The point count for each department chair with an adjusted ECH rate above 3,000 will be affixed prior to each academic year by an administrative committee appointed by the Vice President for Academic Affairs. Each department chair will be notified of the time and place of the committee meeting and may provide input to the committee in either oral or written form by contacting the Vice President for Academic Affairs.

Release time for department chairs can be taken any time during the fall, spring, and summer sessions (pre-session or regular eight-week sessions). Release time taken during the fall and spring semesters is considered to be a part of the base load. However, no department chair can take any more than nine (9) ECH release time in any one semester and no more than three (3) ECH release time in the summer pre-session.

Compensation for department chairs, as approved by the Board, will be in effect for a three year period, subject to conditions in Article 1.16.

ARTICLE 21 - INSURANCE AND CREDIT UNION

21.1 Hospitalization/Medical Insurance

A group hospitalization/medical insurance program coverage as adopted by the Board of Trustees is available to full-time faculty and their dependents beginning on the first day of employment. The Board shall pay the cost of the group insurance program for full-time faculty and their dependents.

The group insurance program coverage for faculty members shall be identical in coverage to that provided in the 100% UIC Plan of the 1980-83 Agreement with the following additions/changes:

a. Outpatient services for psychiatric or substance abuse to be increased from 50% to 75% of the eligible charges. The lifetime maximum to be increased from $10,000 to $25,000.

b. One routine physical exam per faculty member and family member per benefit year, with the maximum payment to be $75 per exam, and $300 per family.

c. Add medical appliances (e.g. braces, crutches).

d. Add speech therapy.

e. Add treatment of temporomandibular joint syndrome (TMJ).

A group dental and vision plan shall be offered to faculty members and their dependents, provided that faculty members pay the full cost of said plan through payroll deductions. The carrier for such plans shall be agreed upon by the Board and the Association.

During the term of this agreement when prior knowledge of a condition requiring major surgery is present, a mandatory second opinion for surgery must be obtained, and outpatient surgery be utilized when appropriate. The insurance company will provide at least three (3) doctors from the faculty member's area for the faculty member to select from. One-hundred percent (100%) of the cost of the second opinion will be covered. If any dispute arises between the faculty member's physician and the Review Organization, the opinion of the faculty member's physician shall prevail.

21.2 Life Insurance

A group term life insurance program as adopted by the Board of Trustees is provided at no cost to each full-time faculty member. The group term life insurance benefit shall be 1-1/2 (1.5) times the employee's base salary, but no more than $50,000.

Faculty members will have the right to purchase additional term life insurance at group rates in the amount of either $10,000 or $20,000.

21.3 Disability Insurance

A group long-term disability insurance program as adopted by the Board of Trustees is provided at no cost to each full-time faculty member. The group long term disability benefit shall provide a monthly benefit of 60% of the employee's base salary but not to exceed $1000 per month.

This section shall become operative no later than the renewal date of the existing plan.

21.4 Credit Union

Faculty members who wish to participate in the Moraine Valley Community College Credit Union or CCCTU Credit Union shall be allowed to do so through payroll deductions.

ARTICLE 22 - SEVERANCE PAY

A tenured faculty member who is terminated by the Board not for cause shall receive severance pay equal to 1 month's pay for each year of full-time service at the college up to a maximum of 10 months of severance pay. Severance pay shall not be paid to faculty members who voluntarily quit or who retire.

To qualify for severance pay, faculty members must mitigate their lost earnings by making a good-faith effort to seek comparable employment elsewhere. The amount of severance pay otherwise due shall be reduced by the total of the following amounts received for or during the first year following termination: (1) any unemployment compensation received; and (2) any earnings received from comparable employment.

ARTICLE 23 - EARLY RETIREMENT

A. Eligibility for Early Retirement

1. The program shall be open to all faculty members who are at least 55 years of age, but not more than 69 years of age, on August 1 of the year of retirement and who have been employed by the college as faculty members for the preceding ten (10) years on a full-time basis. (A full-time service year is 8-12 months as defined by SURS for pension purposes.)

2. Applications must be submitted in writing to the Board at least 120 days prior to the expected date of retirement,

which must be at conclusion of the spring, fall, or summer session semesters, and the Board shall respond within 60 days of the submission of said application. Approval shall be limited to no more than 11 applicants during the life of the contract with no more than 5 in any one fiscal year and shall be based on highest total of combined years of service plus age.

3. Each application shall include a plan for the rendition of appropriate service to the college during the contract period of retirement. Such services shall not be inappropriate solely because they are rendered off-campus.

B. Benefits Accorded

1. The early retiree shall have the opportunity to purchase group medical insurance coverage available to the faculty members under this Agreement, provided that upon attainment of the age of 65, such insurance coverage shall be reduced to the extent that Medicare, Medicaid, or comparable benefits are otherwise available to the retiree. The college shall contribute toward the cost the following:

10 - 14	15 - 20	20+
$1600/yr.	$2000/yr.	$2400/yr.

towards the cost of group medical insurance, provided the retiree participates in the college's medical insurance program. Payment of the retiree's portion shall be made to the Human Resources Office on a quarterly basis beginning July 1 of the year of retirement, or the first of the month immediately following effective date of retirement.

Should the state of Illinois fund a retirees' Health Insurance program, the dollars attained per faculty member will be utilized to offset his/her portion of premium costs above.

2. A single stipend shall also be granted to the retiree based on age at the time of retirement and the years of service to the college. See Schedule of Stipend Payments (Appendix H).

The stipend shall be paid over three (3) consecutive years of retirement if retirement takes place no later than age 67. It shall be made in three (3) equal payments, the first being on the date of retirement and on each July 1st thereafter.

If retirement occurs after age 67, the stipend payment shall be made in equal payments between retirement and age 70.

Payment of the stipend shall not be used in computing years of service, base salary for retirement purposes or as base salary for contributions to SURS. The income is taxable and may not be sheltered through the institution.

3. A retiree has the option of teaching up to six (6) ECH of available courses in his/her departmental area paid at his/her overload rate at time of retirement and shall have priority in selecting courses over all other part-timers.

4. The honorary title, "Professor Emeritus" shall be stated in the retirement contract for each employee.

5. The retiree shall be permitted to attend credit MVCC classes with tuition waived.

6. During the period of early retirement, the retiree shall be an independent contractor and not an employee of the Board.

7. Accumulated sick days as of the date of retirement will not count as service at MVCC.

C. Termination

The rendition of service by the retiree to the College shall terminate after three (3) years as will the stipend payments to the retiree. The medical insurance benefits are prescribed by the conditions set forth in B-1 above. The plan shall terminate upon the retiree's 70th birthday, or upon death of the early retiree, whichever shall occur first. In the event of death of the early retiree, the College will continue payments to the designated beneficiary for the balance of the current year. The plan shall also be terminable as to any retiree for failure to perform the services in his or her specific retirement program.

ARTICLE 24 - CONSTRUCTION ELECTRICIANS

The faculty members employed in the Moraine Valley Community College Electrical Joint Apprentice Training Program shall be entitled to all the benefits and employment conditions of this Agreement, except as specified below in this Article.

Construction Electrician faculty shall be employed on a 12-month contract basis, in accordance with Article 20.5 and shall receive compensation equal to their applicable level and step on the salary schedule, plus 20 percent. Construction Electrician faculty shall be assigned to teach 35 contact hours per week. Vacations shall be computed at the rate of 1.75 days per month of full-time service at the College, not to be taken during the four (4) scheduled teaching cycles. Vacation days for a fiscal year need to be taken by December 31st of the following fiscal year.

Such faculty members shall be assigned to the teaching schedule and calendar developed for the program and maintained in the Vice President of Academic Affairs' office. The Faculty Association President shall be given a copy of the teaching schedule and calendar developed for the program at the beginning of the fiscal year.

1. Such faculty members shall receive overload or supplementary pay only for work performed after 4:00 p.m. on Mondays through Fridays or other periods when they are not scheduled for regular work.

2. Eligibility for early retirement shall be subject to Article 23 of the Agreement, except that the SURS stipend in Article 23.B2, shall be prorated on the basis of years of employment at Moraine Valley when compared to total years of employment in education. Moraine Valley will bill the Electrical Joint Apprentice Training Trustee for the prorated portion of the stipend.

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ARTICLE 25 - DURATION

This Agreement shall be effective as of July 1, 1989, except as otherwise noted herein, and shall remain in full force and effect through June 30, 1992. Thereafter, it shall automatically renew itself from year to year thereafter unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party shall give written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, or terminate this Agreement. In the event of such a notice, the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes a full and complete settlement of all outstanding issues between the Board and the Association.

Board of Community College District No. 524, County of Cook and State of Illinois	Moraine Valley Faculty Association
By____________________________ Chairman, Board of Trustees	By____________________________ President, Faculty Association
By____________________________ Secretary, Board of Trustees	By____________________________ Secretary, Faculty Association
By____________________________ Chief Negotiator, Board	By____________________________ Chief Negotiator, Faculty

Appendix A

DEPARTMENT CHAIR COMPENSATION (Release Time) SYSTEM

For department chairs qualifying for release time under Article 20.10, release time will be computed as follows:

1. The full-time faculty category will be computed on a scale of 1 to 3.

    1-10 F/T faculty = 1 point
    11-15 F/T faculty = 2 points
    16 & over F/T faculty = 3 points

2. The part-time faculty category will be computed on a scale from 1 to 6.

    1-5 P/T faculty = 1 point
    6-10 P/T faculty = 2 points
    11-15 P/T faculty = 3 points
    16-20 P/T faculty = 4 points
    21-25 P/T faculty = 5 points
    26 & over P/T faculty = 6 points

3. The tasks involved within each department will be evaluated on a scale from 0 to 3. The task descriptions are:

    a. equipment intensity - evaluates the amount and nature of departmental equipment including related regular maintenance activities.

    b. supply intensity - evaluates the amount and nature of supplies which must be purchased, inventoried and maintained by a department head.

    c. discipline diversity - evaluates the number and type of curricular disciplines under the auspices of the department head.

    d. curriculum activities - specifically evaluates the nature of curricular work either on-going or under development in the department head's area; for example, new curriculum and self-studies or accreditations.

    e. external agency - evaluates departmental interaction with outside agencies; for example, affiliation agreements, cooperative educational agreements, and specific externally funded programs.

f. facilities - evaluates the type, nature, and extent of college facilities under department head control; for example, laboratories.

g. cross division coordination - evaluates the departmental interaction with other departments and divisions within the college; for example, co-curriculum development, co-recruitment activities and sharing of facilities or equipment.

h. lab aides/paraprofessionals - evaluates the number and type of such employees performing work under departmental head auspices.

i. optional - evaluates departmental activities not included in (a)-(h) above indicative of unique or special departmental circumstances.

4. If a department head has over 18 points, a maximum of 18 points will be awarded. If a department head has under 12 points, a minimum of 12 points will be awarded. If a department head has between 12 and 18 points, the actual number of points will be awarded.

5. After the points have been awarded, the annual department head ECH release time will be computed as follows:

# points	Annual ECH
12	16
13	17
14	18.5
15	20
16	21
17	22.5
18	24

Appendix B

Department	SPR 89 CR HR	FALL 88 CR HR	TOTAL	CNT/CRD FACTOR	ADJ TOTAL	ADJ ECH
Release Time: [BASED ON DEPARTMENT CHAIR POINTING SYSTEM]						
Social Science/PE	9808	9948	19756	1.22	24046	12023
COM/LIT	10547	12271	22818	1.03	23503	11751
MATH	8464	9761	18225	1.07	19501	9750
BUSINESS	8230	8995	17225	1.10	18948	9474
FINE ARTS/HUM	6909	7110	14019	1.23	17243	8622
IMS	5737	5637	11374	1.44	16411	8206
PHYSICAL SCIENCE	5001	5027	10028	1.39	13939	6969
BIOLOGICAL SCIENCE	4509	4806	9315	1.45	13549	6775
BEHAVIORAL SCIENCE	5876	5935	11811	1.03	12165	6083
PUBLIC SERVICE	4451	3997	8448	1.41	11912	5956
ALLIED HEALTH	1386	1417	2803	2.86	8017	4008
DEVELOPMENTAL ED	3088	4691	7999	1.00	7999	4000
NURSING	1436	1388	2824	2.14	6043	3022
CONSTRUCTION ELECTRICIAN TO BE POINTED.						
Release Time: [FLAT 6.0 ECH]						
AUTO MANUFACT	866	1032	1898	1.34	2543	1272
ENR/HAC	797	945	1742	1.29	2247	1124
DFT/EGN	721	686	1407	1.55	2181	1090
AUTOMOTIVE	497	549	1046	1.59	1661	831
MET/NDE	469	503	972	1.47	1429	714
DET/ELT/TCM	484	620	1104	1.25	1380	690

TO QUALIFY FOR DEPARTMENT CHAIR RELEASE TIME BASED ON DEPARTMENT CHAIR POINTING SYSTEM, THE ADJUSTED ECH MUST BE GREATER THAN 3,000.

SPR 89 CR HR -- TENTH DAY CREDIT HOURS FROM LEVEL I DEAN'S REPORT
FALL 88 CR HR -- TENTH DAY CREDIT HOURS FROM LEVEL I DEAN'S REPORT
TOTAL -- SUM OF THE TWO PREVIOUS TENTH DAY ENROLLMENT COLUMNS
CNT/CRD FACTOR -- RATIO OF CONTACT HOURS TO CREDIT HOURS OF ALL DEPT COURSES
ADJUSTED TOTAL -- PRODUCT OF TOTAL COLUMN AND CNT/CRD FACTOR COLUMN
ADJUSTED ECH -- ADJUSTED TOTAL COLUMN DIVIDED BY TWO

Appendix C

	Released Time (ECH)	Stipend OVER TERM OF CONTRACT
Developmental Education	24	3800
Social Science/PE	24	3800
AIB/BUS/IFE/RST/RTM/TRA	24	3800
COM/LIT/Languages	24	3800
MTH	21	3800
Humanities	24	3800
Physical Science	24	3800
Public Service	24	3800
Behavioral Science	16	3800
Biology	24	3800
IMS	24	3800
Allied Health	24	3800
Nursing	24	3800
Construction Electrician	22.5	3800
Electronics, TCM	6	3800
Automotive	6	3800
Heating/Air Cond, ENR	6	3800
Nondestructive Eval	6	3800
Drafting, EGN	6	3800
Automated Manufacturing	6	3800

APPENDIX D

FY 89-90

SALARY SCHEDULE

STEP	D	C	B	A
1	$19,761	$22,432	$25,338	$28,878
2	$20,349	$23,110	$26,115	$29,776
3	$20,937	$23,788	$26,892	$30,674
4	$21,542	$24,488	$27,695	$31,602
5	$22,484	$25,520	$28,816	$32,813
6	$23,427	$26,552	$29,937	$34,024
7	$24,370	$27,584	$31,060	$35,281
8	$25,313	$28,617	$32,199	$36,588
9	$26,256	$29,657	$33,382	$37,899
10	$27,203	$30,739	$34,595	$39,207
11	$28,186	$31,855	$35,808	$40,518
12	$29,206	$32,974	$37,019	$41,827
13	$30,226	$34,090	$38,235	$43,137
14	$31,246	$35,206	$39,447	$44,446
15	$32,265	$36,322	$40,659	$45,754
16	$33,284	$37,438	$41,873	$47,065
17	$34,304	$38,555	$43,087	$48,373
18	$35,324	$39,670	$44,298	$49,684
19		$40,787	$45,511	$50,993
20				$52,303

FALL & SPRING

FY 89-90

OVERLOAD SCHEDULE

STEP	D	C	B	A
1	$362	$411	$465	$529
2	$373	$424	$479	$546
3	$384	$436	$493	$562
4	$395	$449	$508	$579
5	$412	$468	$528	$602
6	$429	$487	$549	$624
7	$447	$506	$569	$647
8	$464	$525	$590	$671
9	$481	$544	$612	$695
10	$499	$564	$634	$719
11	$517	$584	$656	$743
12	$535	$605	$679	$767
13	$554	$625	$701	$791
14	$573	$645	$723	$815
15	$592	$666	$745	$839
16	$610	$686	$768	$863
17	$629	$707	$790	$887
18	$648	$727	$812	$911
19		$748	$834	$935
20				$959

FALL 89, SPRING 90, SUMMER 90

SUPPLEMENTAL SCHEDULE

STEP	D	C	B	A
1	$494	$561	$633	$722
2	$509	$578	$653	$744
3	$523	$595	$672	$767
4	$539	$612	$692	$790
5	$562	$638	$720	$820
6	$586	$664	$748	$851
7	$609	$690	$777	$882
8	$633	$715	$805	$915
9	$656	$741	$835	$947
10	$680	$768	$865	$980
11	$705	$796	$895	$1,013
12	$730	$824	$925	$1,046
13	$756	$852	$956	$1,078
14	$781	$880	$986	$1,111
15	$807	$908	$1,016	$1,144
16	$832	$936	$1,047	$1,177
17	$858	$964	$1,077	$1,209
18	$883	$992	$1,107	$1,242
19		$1,020	$1,138	$1,275
20				$1,308

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APPENDIX D_1

1989-90

STEP	E_1	E_2
1	$15,105	$17,480
2	$15,795	$18,038
3	$16,232	$18,532
4	$16,682	$19,042
5	$17,497	$19,568
6	$18,312	$20,111
7	$19,127	$20,671
8	$19,941	$21,250
9	$20,757	$21,847
10	$21,572	$22,462
11	$22,387	$23,098
12	$23,202	$23,754
13	$24,016	$24,431
14	$24,831	$25,130
15	$25,668	$25,850
16		$26,594
17		$27,362
18		$28,155

APPENDIX E

	STEP	D	C	B	A
	1	$20,707	$23,494	$26,526	$30,218
	2	$21,342	$24,227	$27,365	$31,188
	3	$21,977	$24,959	$28,204	$32,158
	4	$22,612	$25,691	$29,043	$33,128
	5	$23,265	$26,447	$29,911	$34,130
FY	6	$24,283	$27,562	$31,121	$35,438
90-91	7	$25,301	$28,676	$32,332	$36,746
	8	$26,320	$29,791	$33,545	$38,103
SALARY	9	$27,338	$30,906	$34,775	$39,515
SCHEDULE	10	$28,356	$32,030	$36,053	$40,931
	11	$29,379	$33,198	$37,363	$42,344
	12	$30,441	$34,403	$38,673	$43,759
	13	$31,542	$35,612	$39,981	$45,173
	14	$32,644	$36,817	$41,294	$46,588
	15	$33,746	$38,022	$42,603	$48,002
	16	$34,846	$39,228	$43,912	$49,414
	17	$35,947	$40,433	$45,223	$50,830
	18	$37,048	$41,639	$46,534	$52,243
	19	$38,150	$42,844	$47,842	$53,659
	20		$44,050	$49,152	$55,072
	21				$56,487

	STEP	D	C	B	A
	1	$345	$392	$442	$504
	2	$356	$404	$456	$520
	3	$366	$416	$470	$536
FALL &	4	$377	$428	$484	$552
SPRING	5	$388	$441	$499	$569
	6	$405	$459	$519	$591
FY	7	$422	$478	$539	$612
90-91	8	$439	$497	$559	$635
	9	$456	$515	$580	$659
OVERLOAD	10	$473	$534	$601	$682
SCHEDULE	11	$490	$553	$623	$706
	12	$507	$573	$645	$729
	13	$526	$594	$666	$753
	14	$544	$614	$688	$776
	15	$562	$634	$710	$800
	16	$581	$654	$732	$824
	17	$599	$674	$754	$847
	18	$617	$694	$776	$871
	19	$636	$714	$797	$894
	20		$734	$819	$918
	21				$941

	STEP	D	C	B	A
	1	$483	$548	$619	$705
	2	$498	$565	$639	$728
	3	$513	$582	$658	$750
	4	$528	$599	$678	$773
	5	$543	$617	$698	$796
FALL 90,	6	$567	$643	$726	$827
SPRING 91,	7	$590	$669	$754	$857
SUMMER 91	8	$614	$695	$783	$889
	9	$638	$721	$811	$922
SUPPLE-	10	$662	$747	$841	$955
MENTAL	11	$686	$775	$872	$988
SCHEDULE	12	$710	$803	$902	$1,021
	13	$736	$831	$933	$1,054
	14	$762	$859	$964	$1,087
	15	$787	$887	$994	$1,120
	16	$813	$915	$1,025	$1,153
	17	$839	$943	$1,055	$1,186
	18	$864	$972	$1,086	$1,219
	19	$890	$1,000	$1,116	$1,252
	20		$1,028	$1,147	$1,285
	21				$1,318

APPENDIX E_1

1990-91

STEP	E_1	E_2
1	$15,700	$18,125
2	$16,313	$18,878
3	$17,059	$19,481
4	$17,531	$20,015
5	$18,017	$20,565
6	$18,897	$21,134
7	$19,777	$21,720
8	$20,657	$22,325
9	$21,536	$22,950
10	$22,418	$23,594
11	$23,298	$24,259
12	$24,178	$24,946
13	$25,058	$25,654
14	$25,937	$26,385
15	$26,817	$27,140
16	$27,721	$27,918
17		$28,722
18		$29,551
19		$30,407

APPENDIX F

FY 91-92 SALARY SCHEDULE

STEP	D	C	B	A
1	$21,477	$24,355	$27,485	$31,296
2	$22,156	$25,139	$28,383	$32,334
3	$22,836	$25,922	$29,281	$33,371
4	$23,515	$26,706	$30,178	$34,409
5	$24,195	$27,489	$31,076	$35,447
6	$24,894	$28,298	$32,004	$36,519
7	$25,983	$29,491	$33,300	$37,919
8	$27,072	$30,683	$34,595	$39,318
9	$28,162	$31,876	$35,893	$40,771
10	$29,252	$33,070	$37,209	$42,281
11	$30,341	$34,272	$38,576	$43,796
12	$31,436	$35,522	$39,978	$45,308
13	$32,572	$36,812	$41,380	$46,823
14	$33,750	$38,105	$42,779	$48,335
15	$34,929	$39,394	$44,184	$49,849
16	$36,108	$40,684	$45,585	$51,362
17	$37,285	$41,974	$46,986	$52,873
18	$38,463	$43,263	$48,388	$54,388
19	$39,642	$44,554	$49,791	$55,900
20	$40,820	$45,843	$51,191	$57,415
21		$47,133	$52,593	$58,928
22				$60,441

FALL & SPRING FY 91-92 OVERLOAD SCHEDULE

STEP	D	C	B	A
1	$358	$406	$458	$522
2	$369	$419	$473	$539
3	$381	$432	$488	$556
4	$392	$445	$503	$573
5	$403	$458	$518	$591
6	$415	$472	$533	$609
7	$433	$492	$555	$632
8	$451	$511	$577	$655
9	$469	$531	$598	$680
10	$488	$551	$620	$705
11	$506	$571	$643	$730
12	$524	$592	$666	$755
13	$543	$614	$690	$780
14	$563	$635	$713	$806
15	$582	$657	$736	$831
16	$602	$678	$760	$856
17	$621	$700	$783	$881
18	$641	$721	$806	$906
19	$661	$743	$830	$932
20	$680	$764	$853	$957
21		$786	$877	$982
22				$1,007

FALL 91, SPRING 92, SUMMER 92 SUPPLEMENTAL SCHEDULE

STEP	D	C	B	A
1	$501	$568	$641	$730
2	$517	$587	$662	$754
3	$533	$605	$683	$779
4	$549	$623	$704	$803
5	$565	$641	$725	$827
6	$581	$660	$747	$852
7	$606	$688	$777	$885
8	$632	$716	$807	$917
9	$657	$744	$838	$951
10	$683	$772	$868	$987
11	$708	$800	$900	$1,022
12	$734	$829	$933	$1,057
13	$760	$859	$966	$1,093
14	$788	$889	$998	$1,128
15	$815	$919	$1,031	$1,163
16	$843	$949	$1,064	$1,198
17	$870	$979	$1,096	$1,234
18	$897	$1,009	$1,129	$1,269
19	$925	$1,040	$1,162	$1,304
20		$1,070	$1,194	$1,340
21				$1,375

APPENDIX F_1

1991-92

STEP	E_1	E_2
1	$16,150	$18,575
2	$16,799	$19,394
3	$17,455	$20,200
4	$18,253	$20,845
5	$18,758	$21,416
6	$19,278	$22,005
7	$20,220	$22,613
8	$21,161	$23,240
9	$22,103	$23,888
10	$23,044	$24,556
11	$23,987	$25,246
12	$24,929	$25,958
13	$25,870	$26,692
14	$26,812	$27,450
15	$27,753	$28,232
16	$28,695	$29,040
17	$29,662	$29,873
18		$30,733
19		$31,620
20		$32,536

Appendix G1

LANE PLACEMENT & PROMOTION
LIBRARIANS & COUNSELORS - DEVELOPMENTAL EDUC. & LAS

A LANE

01.	DEGREE	DR.	M.[1]
02.	CREDIT HOURS	0	60
	a) Subject field		30-60
	b) Related		0-30
	c) Other		0-15
03.	PROF. EXPER.[2]	10	15
	a) Teaching	5-10	5-15
	b) Technical	0-5	0-8

B LANE

01.	DEGREE	DR.	M.[1]
02.	CREDIT HOURS	0	30
	a) Subject field		15-30
	b) Related		0-15
	c) Other		0-7.5
03.	PROF. EXPER.[2]	5	9
	a) Teaching	2-5	5-9
	b) Technical	0-3	0-5

C LANE

01.	DEGREE	DR.	M.[1]
02.	CREDIT HOURS	0	15
	a) Subject field		0-15
	b) Related		0-6
	c) Other		0
03.	PROF. EXPER.[2]	0	5
	a) Teaching		0-5
	b) Technical		0-5

D LANE

01.	DEGREE	M.[1]
02.	CREDIT HOURS	0
03.	PROF. EXPER.[2]	0
	a) Teaching	
	b) Technical	

NOTES: 1. Master's Degree in subject field or equivalent

2. Professional Experience: (a) Teaching is at the college level. One (1) year teaching credit for each two (2) years teaching other than college for lane placement; (b) Previous positions at MVCC performing job-related functions qualify for technical experience.

Appendix G2

LANE PLACEMENT & PROMOTION
CAREER TEACHERS OF AAS AND CERTIFICATE PROGRAMS

A LANE

01.	DEGREE	M.[1]	M.[1]
02.	CREDIT HOURS	60	30
	a) Subject field	30-60	15-30
	b) Related	0-30	0-15
	c) Other	0-15	0-10
03.	PROF. EXPER.[2]	15	20
	a) Teaching	5-15	15-20
	b) Technical	0-8	5

B LANE

01.	DEGREE	M.[1]	M.[1]	B.	Journeyworker
02.	CREDIT HOURS	30	0	0	64
	a) Subject field	15-30			
	b) Related	0-15			
	c) Other	0-7			
03.	PROF. EXPER.[2]	9	13	16	16
	a) Teaching	5-9	5-10	5-13	5-13
	b) Technical	0-5	3-8	3-11	3-11

C LANE

01.	DEGREE	M.[1]	B	Journeyworker
02.	CREDIT HOURS	15	0	0
03.	PROF. EXPER.[2]	5	10	10
	a) Teaching	0-5	0-6	3-10
	b) Technical	0-5	0-6	0-7

D LANE

01.	DEGREE	M.[1]	B	Journeyworker
02.	CREDIT HOURS	0	0	0
03.	PROF. EXPER.[2]	0	3-5	0
	a) Teaching		0	0-3
	b) Technical		3-5	2-5

NOTES:

1. Master's Degree in subject field or equivalent
2. Professional Experience: (a) Teaching is at the college level. One (1) year teaching credit for each two (2) years teaching other than college for lane placement; (b) Previous positions at MVCC performing job-related functions qualify for technical experience.

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APPENDIX G3
LANE PLACEMENT AND PROMOTION
ADVISORS, LAB INSTRUCTORS, LRC TECHNICIANS, LRC TESTING TECHNICIANS

E_2 LANE

01.	DEGREE	M.	B	AA
02.	CREDIT HOURS	0	0	60
03.	PROF. EXPER.[1]	0	5	15
	a) Instruction/Advising		0-5	5-15
	b) Technical[2]		0-5	0-15

E_1 LANE

01.	DEGREE	B	AA[1]
02.	CREDIT HOURS	0	0
03.	PROF. EXPER.[1]	0	3
	a) Instruction/Advising	0	0-3
	b) Technical[2]	0	0-3

NOTES:

This category includes credentials such as AA, AS, AAS, RN, LTA or similar credentials appropriate to the position.

1. Professional Experience: (a) Teaching is at the college level. One year teaching credit for each two years teaching other than college for lane placement. (b) Previous positions at MVCC performing job-related functions qualify for technical experience.
2. Professional experience related to specific job categories.

APPENDIX H

SCHEDULE OF STIPEND PAYMENTS
AS A % OF BASE SALARY
BASED ON YEARS OF SERVICE AT MVCC

	YEARS OF SERVICE					
	10	11	12	13	14	15+
55	80	85	91	96	98	100
56	76	82	91	94	98	100
57	70	78	83	92	96	100
58	64	72	80	84	94	98
59	58	68	75	82	90	96
60	52	62	71	78	86	92
61	46	55	65	74	82	88
62	40	49	59	68	81	84
63	33	42	52	63	72	79
64	26	36	44	56	65	73
65	20	28	39	48	59	67
66	14	23	31	42	52	61
67	8	17	26	34	45	54
68	2	11	20	30	36	47
69	0	3	13	23	33	39

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